

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**

**INSTRUCTIONS:**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
02-CA-317742	5-8-23

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer NEDA - National Eating Disorders Association		b. Tel. No. (212)575-6200
		c. Cell No.
d. Address (Street, city, state, and ZIP code) 333 Mamaroneck Avenue, Suite Q14, White Plains, NY 10605	e. Employer Representative (b) (6), (b) (7)(C)	f. Fax No.
		g. e-mail (b) (6), (b) (7)(C)@nationaleatingdisorders
		h. Number of Workers Employed 4 Helpline Associates, 20ish total employees at NEDA (AH 5/8/23)
i. Type of Establishment (factory, mine, wholesaler, etc.) Healthcare	j. Identify Principal Product or Service Call Center / Helpline	

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On (b) (6), (b) (7)(C) 2022, the Employer discriminated against employee (b) (6), (b) (7)(C) by placing (b) (6), (b) (7)(C) on probation, in retaliation for and/or to discourage union and other protected and concerted activities.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4.

(b) (6), (b) (7)(C)

4c. Cell No.

4d. Fax No.

4e. e-mail

(b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

## 6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

(b) (6), (b) (7)(C)

Tel. No.

(b) (6), (b) (7)(C)

Office, if any, Cell No.

Fax No.

e-mail

(b) (6), (b) (7)(C)

(signature of representative or person making charge)

(b) (6), (b) (7)(C) An Individual

Print/type name and title or office, if any

Date:

May 8, 2023

Address:

(b) (6), (b) (7)(C)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

(b) (6), (b) (7)(C)



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 2  
26 Federal Plz, Ste 36-130  
New York, NY 10278-3699

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (212)264-0300  
Fax: (212)264-2450



Download  
NLRB  
Mobile App

May 10, 2023

NEDA - National Eating Disorders Association  
Attn: (b) (6), (b) (7)(C)  
333 Mamaroneck Avenue  
Suite Q14  
White Plains, NY 10605

Re: NEDA - National Eating Disorders  
Association  
Case No. 02-CA-317742

Dear (b) (6), (b) (7)(C)

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Examiner JUNIRY LUNA-SANCHEZ whose telephone number is (212)776-8627. If this Board agent is not available, you may contact Supervisory Field Attorney GEOFFREY DUNHAM whose telephone number is (212)776-8609.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

**Prohibition on Recording Affidavit Interviews:** It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

**Correspondence:** All documents submitted to the Region regarding your case MUST be filed through the Agency's website, [www.nlr.gov](http://www.nlr.gov). This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not

have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. To ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

**Controlled Unclassified Information (CUI):** This National Labor Relations Board (NLRB) proceeding may contain Controlled Unclassified Information (CUI). Subsequent information in this proceeding may also constitute CUI. National Archives and Records Administration (NARA) regulations at 32 CFR Part 2002 apply to all executive branch agencies that designate or handle information that meets the standards for CUI.

\* \* \*

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "John D. Doyle, Jr." with a stylized flourish at the end.

JOHN D. DOYLE, JR.  
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire



UNITED STATES GOVERNMENT  
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REGION 2  
26 Federal Plz, Ste 36-130  
New York, NY 10278-3699

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Telephone: (212)264-0300  
Fax: (212)264-2450



Download  
NLRB  
Mobile App

May 10, 2023

(b) (6), (b) (7)(C)

Re: NEDA - National Eating Disorders  
Association  
Case No. 02-CA-317742

Dear (b) (6), (b) (7)(C)

The charge that you filed in this case on May 08, 2023 has been docketed as case number 02-CA-317742. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Examiner JUNIRY LUNA-SANCHEZ whose telephone number is (212)776-8627. If this Board agent is not available, you may contact Supervisory Field Attorney GEOFFREY DUNHAM whose telephone number is (212)776-8609.

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**Presentation of Your Evidence:** As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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\* \* \*

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlrb.gov](http://www.nlrb.gov) or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "John D. Doyle, Jr." with a stylized flourish at the end.

JOHN D. DOYLE, JR.  
Regional Director

Enclosure

1. Important Information About NLRB Investigations for Immigrant Workers (English & Spanish)





## Important Information About NLRB Investigations for Immigrant Workers



**The National Labor Relations Act (NLRA) protects most private-sector employees, regardless of their immigration status. The NLRA gives employees the right to:**

- Form, join, or assist a union to negotiate concerning wages and other working conditions.
- Discuss wages and other working conditions with coworkers, a union, a worker center, a government agency, the media, or the public.
- Take collective action with coworkers to try to improve wages and other working conditions.
- Choose not to take part in any of these actions.

**Below is important information for you to know about our confidential investigation process:**

- Because immigration status is not relevant as to whether there has been a violation of the NLRA:
  - We will **NOT** ask you about your immigration status.
  - You **DO NOT** need to share any information with us about your immigration status.
  - You **DO NOT** need to share information about the status of your current/former coworkers.
- We only enforce the NLRA and have **NO** involvement with the enforcement of immigration laws.
- We will **NOT** share any information about you with the Department of Homeland Security (DHS), including Immigration and Customs Enforcement (ICE), or any other immigration authorities, unless you request that we share your information to assist you with seeking immigration relief, as described in the last bulleted point of this document.
- If you have concerns about appearing at our offices for any reason, please speak with the Board Agent assigned to the case about other methods of participating in the investigation, including taking your affidavit outside of our office or by video.
- Our investigations are confidential, which means that we will **NOT** disclose your affidavit to an employer, unless you testify at a trial, or we seek a federal court injunction.
- If you are not comfortable communicating with us in English, we will make an interpreter available to provide assistance and information in your preferred language.
- If you are aware that an employer or union has engaged in any of the following conduct, please tell the Board Agent about it because it may violate the law:



- Threatening to call DHS or ICE or making other similar threats because you or other employees have engaged in union activity or other collective action to improve working conditions.
  - Asking employees to provide new or updated immigration documents/papers or reverifying employees' work authorization without a valid, non-discriminatory reason, which could violate the NLRA or other laws.
- If, at the end of the investigation, we determine there is merit to the charge (the employer or union has violated the law) and we have to litigate the case before an Administrative Law Judge, we will make every effort to prevent the employer or union from asking you about your immigration status.
- If you have filed a charge or are a witness and you or your representative tells us that there is NLRA protected activity at a worksite and immigration relief is necessary to protect employees who are exercising those rights or participating in the NLRB process, the NLRB will consider seeking immigration relief for employees at that worksite including deferred action, parole, U or T visa status, or other relief as available and appropriate. The NLRB cannot provide immigration advice. If you need immigration counsel, a list of providers of free legal services is available here:  
<https://www.justice.gov/eoir/list-pro-bono-legal-service-providers>.

**For more information on the NLRB, please visit our website, [www.nlrb.gov](http://www.nlrb.gov).**



## Información Importante Acerca de las Investigaciones de la NLRB para los Trabajadores Inmigrantes



**La Ley Nacional de Relaciones del Trabajo (NLRA por sus siglas en inglés) protege a la mayoría de los empleados del sector privado, independientemente de su estatus migratorio.**

**La NLRA les da a los empleados el derecho a:**

- Formar, afiliarse o ayudar a una unión para negociar sobre los salarios y otras condiciones de trabajo.
- Discutir los salarios y otras condiciones de trabajo con los compañeros de trabajo, una unión, un centro de trabajadores, una agencia gubernamental, los medios de comunicación o el público.
- Tomar acciones colectivas con los compañeros de trabajo para tratar de mejorar los salarios y otras condiciones de trabajo.
- Optar por no participar en ninguna de estas acciones.

**A continuación, le presentamos información importante que debe conocer acerca de nuestro proceso de investigación confidencial:**

- Porque el estatus migratorio no es pertinente si ha habido una violación de la NLRA:
  - Nosotros **NO** le preguntaremos sobre su estatus migratorio.
  - Usted **NO NECESITA** compartir ninguna información con nosotros acerca de su estatus migratorio.
  - Usted **NO NECESITA** compartir ninguna información sobre el estatus [migratorio] de sus actuales/antiguos compañeros de trabajo.
- Sólo hacemos cumplir la NLRA y **NO** estamos involucrados en el cumplimiento de las leyes de inmigración.
- **NO** compartimos ninguna información sobre usted con el Departamento de Seguridad Nacional (DHS por sus siglas en inglés), incluyendo el Servicio de Inmigración y Control de Aduanas (ICE por sus siglas en inglés) o cualquier otra autoridad de inmigración, a menos que usted solicite que compartamos su información para ayudarle a buscar alivio migratorio, como se describe en el último punto de este documento.
- Si tiene preocupaciones acerca de presentarse en nuestras oficinas por cualquier razón, por favor hable con el agente de la Junta asignado al caso sobre otras maneras de participar en la investigación, incluyendo tomar su declaración jurada fuera de nuestra oficina o por video.
- Nuestras investigaciones son confidenciales, lo que significa que **NO** divulgaremos su declaración jurada a un empleador, a menos que usted testifique en un juicio, o que busquemos un mandato judicial federal.
- Si no está cómodo/a comunicándose con nosotros en inglés, tendremos un intérprete disponible para proporcionarle asistencia e información en su idioma predilecto.

- Si usted sabe que un empleador o unión ha incurrido en alguna de las siguientes conductas, por favor infórmele al agente de la Junta ya que puede violar la ley:
  - Amenazar con llamar al DHS o al ICE o hacer otras amenazas similares porque usted u otros empleados han participado en actividades sindicales u otras acciones colectivas para mejorar las condiciones de trabajo.
  - Pedir a los empleados que proporcionen documentos/papeles de inmigración nuevos o actualizados o volver a verificar la autorización de trabajo de los empleados sin una razón válida y no discriminatoria, que podría violar la NLRA u otras leyes.
- Si, al final de la investigación, determinamos que el cargo tiene mérito (el empleador o la unión han violado la ley) y tenemos que litigar el caso frente a un Juez de Ley Administrativa, haremos todo lo posible para evitar que el empleador o la unión le pregunten sobre su estatus migratorio.
- Si usted ha presentado un cargo o es un testigo y usted o su representante nos dice que se hay una actividad protegida por la NLRA en un lugar de trabajo y que es necesario un alivio migratorio para proteger a los empleados que están ejerciendo esos derechos o participando en el proceso de la Junta Nacional de Relaciones del Trabajo (NLRB por sus siglas en ingles), la NLRB considerará la posibilidad de buscar un alivio migratorio para los empleados en ese lugar de trabajo, incluyendo la acción diferida, la libertad condicional, visas U o T u otro alivio en la medida en que esté disponible y sea apropiado. La NLRB no puede proporcionar asesoramiento de inmigración. Si necesita asesoramiento de inmigración, una lista de proveedores de servicios legales sin costo se encuentra disponible aquí (en inglés): <https://www.justice.gov/eoir/list-pro-bono-legal-service-providers>.

**Para más información acerca de la NLRB, por favor visite nuestra página web, [www.nlrb.gov](http://www.nlrb.gov).**

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

In the matter of

**NEDA - NATIONAL EATING DISORDERS ASSOCIATION**

**and**

**Case 02-CA-317742**

**(b) (6), (b) (7)(C)** An Individual

**ORDER TRANSFERRING CASE  
FROM REGION 2 TO REGION 16**

Case 02-CA-317742, having been filed with the Regional Director for Region 2 and the General Counsel of the Board having duly considered the matter, and deeming it necessary in order to effectuate the purpose of the National Labor Relations Act, and to avoid unnecessary costs and delay,

IT IS HEREBY ORDERED, in accordance with the Rules and Regulations of the National Labor Relations Board, that Case 02-CA-317742 be, and hereby is transferred to and continued in Region 16.

/s/ Kathy Drew King

FOR:

Jennifer A. Abruzzo  
General Counsel

Dated: May 12, 2023  
at Washington, D.C.

cc: Region 2, Region 16

---

**From:** (b) (6), (b) (7)(C)  
**Sent:** Wednesday, May 24, 2023 12:01 PM  
**To:** Long, Zachary  
**Subject:** Re: NEDA - National Eating Disorders Association / 02-CA-317742 / Confirmation of withdrawal  
**Attachments:** Shutdown Agreement - (b) (6), (b) (7)(C) 5-19-23.pdf

**CAUTION:** The sender of this message is external to the NLRB network. Please use care when clicking on links and responding with sensitive information. Forward suspicious emails to [nlrbirc@nrlb.gov](mailto:nlrbc@nrlb.gov).

Hi Zach -

Yes, that is correct - confirming I am withdrawing the charge, and attached a copy of my signed agreement.

Also: (b) (6), (b) (7)(C) Piece - (b) (6), (b) (7)(C)  
\*(also picked up by (b) (6), (b) (7)(C))

Thank you again for all of your help and for so much empowering information!!

Warmly,

(b) (6), (b) (7)(C)

On Wed, May 24, 2023 at 11:45 AM Long, Zachary <[Zachary.Long@nrlb.gov](mailto:Zachary.Long@nrlb.gov)> wrote:

**CAUTION:** This email and any attachments may contain Controlled Unclassified Information (CUI). National Archives and Records Administration (NARA) regulations at 32 CFR Part 2002 apply to all executive branch agencies that designate or handle information that meets the standards for CUI.

Hi (b) (6), (b) (7)(C)

As you know, you filed the above-captioned charge alleging the Employer placed you on probation, in violation of the Act.

It is my understanding that you and the Employer have reached a non-Board Agreement to resolve the allegations in the charge.

If this is accurate, please reply to this email confirming that you wish to withdraw the charge, with a copy of any non-Board agreement attached.

Thanks (b) (6), (b) (7)(C)

Zach

Zachary Austin Long

Field Examiner, National Labor Relations Board

819 Taylor Street, Room 8A24

Fort Worth, TX 76102

Work: (682) 703-7791

Mobile: (202) 679-6285

Fax: (817) 978-2928

e-mail: [Zachary.Long@nrlrb.gov](mailto:Zachary.Long@nrlrb.gov)

**Please note that the National Labor Relations Board requires electronic filing of documents. See [GC Memo 20-01](#) on the Agency's website.**

**Below please find information to assist you in this requirement:**

Instructions and guidelines: <http://apps.nrlrb.gov/myAccount/assets/E-Filing-System-User-Guide.pdf>

Video demonstration with instructions: [https://apps.nrlrb.gov/myAccount/assets/My%20Account%20Portal%20Overview/story\\_html5.html](https://apps.nrlrb.gov/myAccount/assets/My%20Account%20Portal%20Overview/story_html5.html).

Frequently Asked Questions: <https://apps.nrlrb.gov/myAccount/#/FileCaseDocuments/FAQ>

For assistance with e-filing, please contact [E-Filing@NLRB.gov](mailto:E-Filing@NLRB.gov)

**IMPORTANT NOTE:** This e-mail is governed by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521. It originates from the National Labor Relations Board and may contain legally privileged and confidential

information including attorney/client communications or attorney work product intended solely for use of the intended addressee(s). If you are not an intended recipient, you should immediately stop reading this message and delete it from your system. Please notify me by replying to this e-mail so that I will know that you have received this message and the intended recipient did not. Unauthorized reading, distribution, copying, or other use of this message and/or any attachments is strictly prohibited. All personal messages expressed herein are solely the sender's views and not those of the National Labor Relations Board. This message may not be copied or distributed without this disclaimer.



# **SHUTDOWN AGREEMENT**

**Between**

**Communication Workers of America and on behalf of its Local Union 1101**

**and**

**NATIONAL EATING DISORDER ASSOCIATION**

THIS SHUTDOWN AGREEMENT dated on or about this 1<sup>st</sup> day of June, 2023, is by and between National Eating Disorder Association (“Company”) and the Communication Workers of America and on behalf of its Local Union 1101 (collectively the “Union”).

WHEREAS, the Union was certified on March 27, 2023 by the National Labor Relations Board Region 16 as the exclusive representative of the Helpline Associates employed by the Company (“Employees”); and

WHEREAS, the Company gave proper and timely notice of the shutdown of the Helpline to the Union on March 30 and to the Employees on March 31; and

WHEREAS, the Company and the Union have negotiated in good faith and reached a full and final agreement on all issues, and now desire to reduce to writing the agreement they have reached; and

WHEREAS, the parties desire to settle all claims to date that arose or accrued prior to June 1, 2023 including individual charges before the EEOC and NLRB;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties as set forth herein, the parties hereby agree as follows:

## **1. COLLECTIVE BARGAINING AGREEMENT (“CBA”)**

The parties agree that they have both bargained in good faith regarding the decision and effects of the elimination of the Helpline and have satisfied their obligations to meet and confer. The Company agrees that if within a period of five years after eliminating the Helpline, it decides

to reopen the Helpline, it shall recognize and bargain with the Union on behalf of all Helpline Employees.

**2. PHASE-OUT OF OPERATIONS**

The Company will phase-out its Helpline operations in such a manner and over such period of time as the Company shall determine; however, all Employees shall be terminated by on or about June 1, 2023 (the “Shutdown Date”). The period of time commencing before the signing of this Shutdown Agreement and concluding with the termination of all Employees shall be referred to as the “Shutdown Period.” During the Shutdown Period, all Employees shall continue to receive their regular wage payments for all hours worked and the Company shall continue to make all required benefit contributions.

**3. SEVERANCE PAY**

a. **Severance**: Employees who are laid off shall receive the following severance, in accordance with the regular Company payroll practices, less applicable deductions, conditioned upon the employee executing a release of claims in a form to be determined by the Company and the approval of withdrawal of all claims and charges by the Union and Employees:

<u>Eligible</u>	<u>Severance Pay</u>	<u>Continuation of Benefits</u>
All Employees	6 months’ base pay	Month of June company paid health benefits for Employees currently receiving medical benefits

Recall:

Employees who have been laid off shall have recall rights for a period of twelve (12) months from the date of their layoff. The Company may not contract out work or hire a new employee to perform the work that a laid off employee was performing during the twelve (12) month recall period without first recalling the laid off employee unless the work assignment will be a temporary assignment with a finite term of sixty (60) days or less. It shall be the responsibility of laid off employee to have a current email address on file with the Employer. If a laid off employee fails to respond to a job offer within two (2) business days and report within an additional two (2) business days of the Employer sending an offer via the most current email address on file, then the laid off employee shall forfeit their recall rights. The Employer may at its own discretion extend the timelines for a recalled employee to report. A recalled employee that is laid off again within the first twelve (12) months following a recall shall not be eligible to receive the severance and COBRA benefits set forth herein in connection with the second layoff.

b. **Ineligibility for Severance Pay**

i. It is agreed that Employees who voluntarily terminate their employment prior to the Shutdown Date shall not be eligible to receive any Severance Pay set forth in this Shutdown Agreement, except with the Company's written approval, in the sole discretion of the Company.

ii. It is further agreed that Employees who are terminated during the Shutdown Period for "Just Cause" shall not be eligible to receive any Severance Pay.

4. **UNUSED VACATION**

Upon his/her termination by the Company, each Employee shall be paid all earned, unused vacation. Employees shall be paid such vacation pay in the week following their termination by the Company. Unused Vacation Pay shall be paid less all required deductions and withholdings.

## 5. **BENEFITS**

A Severance Pay eligible employee will continue to receive benefits through the Shutdown Date except for medical benefits that will continue through June 30, 2023 for those currently receiving medical benefits. Severance Pay is not eligible for defined contribution payments.

## 6. **TRANSITION ISSUES**

a. **Unemployment Compensation.** The Company agrees not to contest unemployment insurance claims made by Employees terminated as the result of the elimination of the Helpline.

b. **Cooperation.** The Company agrees to cooperate with the appropriate agencies and business organizations to educate Employees on job transition and placement, retraining, and other related services.

c. **Letters of Employment Verification.** The Company agrees to provide an original letter of verification to each eligible Employee stating his/her dates of employment, last job classification, and last rate of pay.

## 7. **MUTUAL COOPERATION**

a. It is agreed that the Union and all Employees represented by the Union will fully cooperate with the Company in effectuating an orderly and efficient phase out of Helpline operations. It is agreed that neither the Union nor any of its members shall engage in any conduct that violates the proposed No-Strike clause in the CBA and the Company will not engage in any lockout.

b. **Job Interviews** The Company agrees to provide Employees time off, without penalty to attend interviews to pursue other job opportunities. Employees will provide management with a minimum of 48 hours' notice.

**8. EMPLOYEE RELEASE**

The parties agree, that as a condition precedent to the receipt of Severance Pay under Section 3 of this Shutdown Agreement, the Employees must sign a Release waiving any and all claims he/she has or may have against the Company, including but not limited to any and all grievances, and any claims under the National Labor Relations Act, Title VII of the Civil Rights Act of 1964 (and any subsequent amendments thereto), the Age Discrimination in Employment Act of 1967, the American with Disabilities Act, any state or city laws relating to discrimination, the Employment Retirement Income Security Act, the Worker Adjustment and Retraining Notification Act, and any other regulation, ordinance, federal, state or local law, and any common law claim that may be released by private agreement. A copy of the Release is attached hereto as Attachment A. The fully-executed Release must be returned to the Company in order to permit Severance Payments to be made following each employee's termination. Any waiver of rights referenced within the Shutdown Agreement and/or Attachment A shall be applicable only to the extent permitted by law.

**9. FULL AND FINAL AGREEMENT**

It is agreed that this Shutdown Agreement shall constitute the full and final agreement of the parties on all issues provided the Union signs this Shutdown Agreement and all Employees sign Releases relating to or arising from the permanent cessation of Helpline operations. However, the Shutdown Agreement and Releases are contingent upon the approval of the withdrawal of NLRB Case Nos. 16-CA-315505 and 02-CA-317742, EEOC Charge No. 520-2023-00926 and any and all other claims, allegations or charges brought by the Union or Employees or arose or accrued prior to the Shutdown Date.

**10. SEVERABILITY**

If any provision of this Shutdown Agreement or the application thereof is held invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this Shutdown Agreement and to this end the provisions of this Shutdown Agreement are declared to be severable.

**11. FULL AUTHORITY**

The Union and the Company acknowledge that they have the full authority to enter into this Shutdown Agreement.

**THIS SHUTDOWN AGREEMENT (INCLUDING THE RELEASE) IS THE ONLY AGREEMENT BETWEEN THE PARTIES RELATIVE TO THE PERMANENT SHUTDOWN OF THE HELPLINE. THERE ARE NO AGREEMENTS, PROMISES, REPRESENTATIONS OR CONDITIONS, WRITTEN OR VERBAL, OTHER THAN THOSE SET FORTH HEREIN.**

**12. NON-ADMISSION**

Nothing herein constitutes an admission of liability or wrongdoing by the Company.

**13. COUNTERPARTS**

This Shutdown Agreement may be signed in counterparts and any electronic or facsimile signature will be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Shutdown Agreement and it shall become effective in all respects on the 1<sup>st</sup> day of June, 2023.

FOR THE UNION:

(b) (6), (b) (7)(C)

FOR THE COMPANY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_



Case Name: NEDA  
Case No.: 02-CA-317742  
Agent: Field Examiner JUNIRY LUNA-SANCHEZ

**CASEHANDLING LOG**

SEE CASE FILE 16-CA-315505 FOR CASE LOGS, DECISIONAL DOCUMENTS, CORRESPONDENCE, NON-BOARD AND OTHER SEVERANCE AGREEMENTS, ETC.

Case Name: NEDA  
Case No.: 02-CA-317742  
Agent: Field Examiner JUNIRY LUNA-SANCHEZ

## CASEHANDLING LOG

[illegible]



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 16  
819 Taylor Street, Room 8A24  
Fort Worth, TX 76102-6107

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (817) 978-2921  
Fax: (817) 978-2928

May 31, 2023

KENNETH KIRSCHNER  
PARTNER  
HOGAN LOVELLS US LLP  
390 MADISON AVE  
NEW YORK, NY 10017

Re: NEDA - National Eating  
Disorders Association  
Case 02-CA-317742

DEAR MR. KIRSCHNER:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

TIMOTHY L. WATSON  
REGIONAL DIRECTOR

cc:

(b) (6), (b) (7)(C)

NEDA - NATIONAL EATING  
DISORDERS ASSOCIATION  
333 MAMARONECK AVENUE  
SUITE Q14  
WHITE PLAINS, NY 10605

(b) (6), (b) (7)(C)

**From:** (b) (6), (b) (7)(C)  
**To:** Long, Zachary  
**Subject:** General NEDA Timeline  
**Date:** Tuesday, May 9, 2023 10:41:42 PM

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Hi Zack,

Here is the general timeline for NEDA. I apologize for this delay - things have been extra hectic this week around the clock. My memory I think is confusing what you needed for Helpline Associates ULP with (b) (6), (b) (7)(C) ULP - if you could please remind me of what else I need to send you, that would be very much appreciated!!

Thank you so much!!

(b) (6), (b) (7)(C)

\*\*\*

#### General NEDA Retaliation Timeline

- (b) (6), (b) (7)(C) - Hired by NEDA
- March 2022 - Goal meeting with tasks for the year including being vocal about improvements to NEDA
- Spring 2022 - completed training in record time, everyone getting along, understaffing starts
- Summer 2022 - Summer Friday's, understaffing, crisis calls
- August 2023 - Detailed email to (b) (6), (b) (7)(C) questioning lack of action and concerns over certain policies
- September 9, 2023 - Petition Delivered - signed by (b) (6), (b) (7)(C)
- September 16 - (b) (6), (b) (7)(C) observes Helpline and has feedback (criticism) for (b) (6), (b) (7)(C)
- September 23 - Banned from speaking in staff meetings
- October - Controversial 9-1-1 policy unveiled
- (b) (6), (b) (7)(C) - Probation announced - "Not a good fit" - targeted discriminatory harassment at all times, (b) (6), (b) (7)(C) constant surveillance, wildly exaggerated negative feedback, intentional distraction during interactions, challenging work assignments targeting (b) (6), (b) (7)(C)
- (b) (6), (b) (7)(C) - Second probation "check in" meeting, where a third is scheduled for (b) (6), (b) (7)(C)
- November 21 - Union Push Announced - HLA United asks for voluntary recognition
- (b) (6), (b) (7)(C) - Meeting is cancelled
- (b) (6), (b) (7)(C) - (b) (6), (b) (7)(C) attempts to set up meeting, (b) (6), (b) (7)(C) invoked Weingarten Rights to have union representation; (b) (6), (b) (7)(C) made clear (b) (6), (b) (7)(C) by probation
- (b) (6), (b) (7)(C) - (b) (6), (b) (7)(C) cancels the meeting in lieu of public announcement of the union; NEDA formally rejects voluntary union recognition; (b) (6), (b) (7)(C) blows whistle to JustWorks with scathing letter, JustWorks promises confidentiality
- (b) (6), (b) (7)(C) - JustWorks reveals that they gave the letter to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) informs (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) 2-week probation has been extended indefinitely in a clear

act of malicious retaliation, harassment was intensified - FINAL direct contact with (b) (6), (b) (7)(C) harassment through (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

- December 6th - HLA asks for non-union-bustin promise
- December 7th - (b) (6), (b) (7)(C) tacitly agrees
- December 12 - (b) (6), (b) (7)(C) pleads with (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) give forced leaves ultimatum
- December 13 - (b) (6), (b) (7)(C) gives 1-day timetable on unwanted forced leave
- (b) (6), (b) (7)(C) - (b) (6), (b) (7)(C) asks for (b) (6), (b) (7)(C) per the NEDA handbook; (b) (6), (b) (7)(C) refuses due to (b) (6), (b) (7)(C) regulations (why invoke a law that has never applied?)
- (b) (6), (b) (7)(C) - (b) (6), (b) (7)(C) takes (b) (6), (b) (7)(C) asks for job-safe guarantee; (b) (6), (b) (7)(C) confirms (b) (6), (b) (7)(C) before (b) (6), (b) (7)(C) must file for (b) (6), (b) (7)(C)
- (b) (6), (b) (7)(C) - (b) (6), (b) (7)(C) informs of (b) (6), (b) (7)(C) and informs NEDA of forthcoming (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) requires (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) can return
- (b) (6), (b) (7)(C) - (b) (6), (b) (7)(C) meets with (b) (6), (b) (7)(C) and is told (b) (6), (b) (7)(C)
- (b) (6), (b) (7)(C) - (b) (6), (b) (7)(C) returns, is forced off of the system because (b) (6), (b) (7)(C) to RETURN to work = connotation of forced leave
- (b) (6), (b) (7)(C) - (b) (6), (b) (7)(C) provides letter affirming (b) (6), (b) (7)(C) and the necessity of (b) (6), (b) (7)(C)
- December 27 - (b) (6), (b) (7)(C) gives (b) (6), (b) (7)(C) to NEDA
- December 28 - (b) (6), (b) (7)(C) enthusiastically confirms (b) (6), (b) (7)(C) is ready to return to work; (b) (6), (b) (7)(C) asks for specifics of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) provides a tentative list of suggestions; (b) (6), (b) (7)(C) deflects the suggestions asking for (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C)
- December 28 - (b) (6), (b) (7)(C) informs (b) (6), (b) (7)(C) that NEDA has hired law firm Hogan Lovells (a multinational multi-billion dollar union-busting lawfirm) to investigate the harassment complaints; interview scheduled for Friday December 30th
- December 30 - (b) (6), (b) (7)(C) responds with refusals of suggestions without direct say-so from (b) (6), (b) (7)(C)
- December 30 - (b) (6), (b) (7)(C) has 2.5 hour Zoom interview with Amy Keff and Saydee Schnider of Hogan Lovells; describes harassment, discrimination and retaliation in painful detail
- (b) (6), (b) (7)(C) 2023 - 9AM CWA 1101 files for HLA election; (b) (6), (b) (7)(C) returns to work is apparently off probation though it is never discussed and agrees to provide additional paperwork from (b) (6), (b) (7)(C) 1:47PM (b) (6), (b) (7)(C) emails all of NEDA Staff about meeting with (b) (6), (b) (7)(C) on January 11.
- (b) (6), (b) (7)(C) - (b) (6), (b) (7)(C)
- January 12 - (b) (6), (b) (7)(C) agrees to (b) (6), (b) (7)(C) outlined in a subsequent letter by (b) (6), (b) (7)(C)
- January 24 - NLRB Notice of Election
- March 17 - Ballot Counted - win!!!
- March 27 - Union Certificate issued
- (b) (6), (b) (7)(C) - Illegally fired in egregious Union-Busting move

**From:** [Keith Hogarty](#)  
**To:** [Long, Zachary](#)  
**Subject:** Re: NEDA / 16-CA-315505 / Next Steps  
**Date:** Monday, May 8, 2023 11:38:51 AM

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Thank you.

(b) (6), (b) (7)(C)

was the most active.

Keith



**Keith Hogarty**

Chief Steward / Lead Organizer, CWA Local 1101  
917-757-4075 | [keithLhogarty@gmail.com](mailto:keithLhogarty@gmail.com)

**Address:** 350 West 31 Street  
2nd Floor, NY, NY 10001  
**Tel:** 212-633-2666  
**Fax:** 212-633-8337

**Website:** [www.local1101.org](http://www.local1101.org)

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Create your own email signature

On Mon, May 8, 2023 at 11:35 AM Long, Zachary <[Zachary.Long@nlrb.gov](mailto:Zachary.Long@nlrb.gov)> wrote:

**CAUTION:** This email and any attachments may contain Controlled Unclassified Information (CUI). National Archives and Records Administration (NARA) regulations at 32 CFR Part 2002 apply to all executive branch agencies that designate or handle information that meets the standards for CUI.

Very Good...

If you would, please give the employees named below a head's up that I will be reaching out to them.

Was one or the other more active in the Union campaign than the other?

Zach

---

**From:** Keith Hogarty <[keithlhogarty@gmail.com](mailto:keithlhogarty@gmail.com)>  
**Sent:** Monday, May 8, 2023 10:32 AM  
**To:** Long, Zachary <[Zachary.Long@nlrb.gov](mailto:Zachary.Long@nlrb.gov)>  
**Subject:** Re: NEDA / 16-CA-315505 / Next Steps

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I have spoken with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) would like to proceed with the charge.

The names of the Neda employees with the most information are:

(b) (6), (b) (7)(C)  
[Redacted]

(b) (6), (b) (7)(C)  
[Redacted]

[Please let me know if you have any questions](#)





**Keith Hogarty**

Chief Steward / Lead Organizer, CWA Local 1101

917-757-4075 | [keith.hogarty@gmail.com](mailto:keith.hogarty@gmail.com)

**Address:** 350 West 31 Street  
2nd Floor, NY, NY 10001  
Tel: 212-633-2666  
Fax: 212-633-8337

**Website:** [www.local1101.org](http://www.local1101.org)

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On Fri, May 5, 2023 at 2:38 PM Long, Zachary <[Zachary.Long@nrlrb.gov](mailto:Zachary.Long@nrlrb.gov)> wrote:

**CAUTION:** This email and any attachments may contain Controlled Unclassified Information (CUI). National Archives and Records Administration (NARA) regulations at 32 CFR Part 2002 apply to all executive branch agencies that designate or handle information that meets the standards for CUI.

Hi Keith:

Let me know if you would like to set up a call with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) to discuss what we discussed yesterday, and steps moving forward.

In the meantime, please advise which of the unit employees would have the most and relevant information to provide in this case. I am seeking testimony to address the following:

- When employees began organizing, and when the Employer first learned of their organizing efforts.
- Their general job duties and, in particular, their duties as it relates to volunteers.
- Details about volunteers.

What, if anything, was communicated to them (verbally and in writing) about (b) (6), (b) (7)(C) and moving to an AI Helpline model, for the period 2020-2023 (so someone with the most tenure would be optimal)

If you intend on withdrawing the charge and re-filing at a later time, then we can hold off on securing the employee(s)' testimony for now. If you will pursue the charge, then I would need to schedule the employee(s)' Affidavit as soon as practicable, no later than Monday, 5/15/23.

Please provide me with the name(s) contact information of who would be best to provide the above information. If you could let him/her/them know that I will reach out to them Monday to discuss that would be great.

Either way, it may be wise to discuss how you wish to proceed and potential ramifications.

Hope all is well, and we'll talk soon!

Zach

Zachary Austin Long

Field Examiner, National Labor Relations Board

819 Taylor Street, Room 8A24

Fort Worth, TX 76102

Work: (682) 703-7791

Mobile: (202) 679-6285

Fax: (817) 978-2928

e-mail: [Zachary.Long@nrlrb.gov](mailto:Zachary.Long@nrlrb.gov)

**Please note that the National Labor Relations Board requires electronic filing of documents. See [GC Memo 20-01](#) on the Agency's website.**

**Below please find information to assist you in this requirement:**

Instructions and guidelines: <http://apps.nlr.gov/myAccount/assets/E-Filing-System-User-Guide.pdf>

Video demonstration with instructions:

[https://apps.nlr.gov/myAccount/assets/My%20Account%20Portal%20Overview/story\\_html5.html](https://apps.nlr.gov/myAccount/assets/My%20Account%20Portal%20Overview/story_html5.html).

Frequently Asked

Questions: <https://apps.nlr.gov/myAccount/#/FileCaseDocuments/FAQ>

For assistance with e-filing, please contact [E-Filing@NLRB.gov](mailto:E-Filing@NLRB.gov)

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**From:** [Keith Hogarty](#)  
**To:** [Long, Zachary](#)  
**Cc:** (b) (6), (b) (7)(C)  
**Subject:** NEDA / NLRB Case 16-CA-315505 / Request to Withdraw charge  
**Date:** Thursday, May 25, 2023 4:12:14 PM  
**Attachments:** (b) (6), (b) (7)(C) - 5-19-23(1).pdf  
Hogarty - 5-19-23.pdf  
(b) (6), (b) (7)(C) - 5-19-23-1.pdf  
(b) (6), (b) (7)(C) - 5-19-23.pdf  
(b) (6), (b) (7)(C) - 5-19-23 signed.pdf  
Shutdown Agreement - (b) (6), (b) (7)(C) - 5-19-23.pdf  
Release - (b) (6), (b) (7)(C) pdf  
Release - (b) (6), (b) (7)(C) pdf  
Release - (b) (6), (b) (7)(C) pdf  
Release - (b) (6), (b) (7)(C) pdf  
Release - (b) (6), (b) (7)(C) pdf

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Zachary,

The Union is hereby requesting to withdraw the captioned charge pursuant to the terms of the attached Shutdown Agreement and individual severance agreements. The Union's withdrawal request is conditioned on each bargaining unit employee signing their individual severance agreement

Keith Hogarty  
CWA Local 1101



**Keith Hogarty**

Chief Steward / Lead Organizer, CWA Local 1101  
917-757-4075 | [keithLhogarty@gmail.com](mailto:keithLhogarty@gmail.com)

**Address:** 350 West 31 Street  
2nd Floor, NY, NY 10001  
**Tel:** 212-633-2666  
**Fax:** 212-633-8337

**Website:** [www.local1101.org](http://www.local1101.org)

# **SHUTDOWN AGREEMENT**

**Between**

**Communication Workers of America and on behalf of its Local Union 1101**

**and**

**NATIONAL EATING DISORDER ASSOCIATION**

THIS SHUTDOWN AGREEMENT dated on or about this 1<sup>st</sup> day of June, 2023, is by and between National Eating Disorder Association (“Company”) and the Communication Workers of America and on behalf of its Local Union 1101 (collectively the “Union”).

WHEREAS, the Union was certified on March 27, 2023 by the National Labor Relations Board Region 16 as the exclusive representative of the Helpline Associates employed by the Company (“Employees”); and

WHEREAS, the Company gave proper and timely notice of the shutdown of the Helpline to the Union on March 30 and to the Employees on March 31; and

WHEREAS, the Company and the Union have negotiated in good faith and reached a full and final agreement on all issues, and now desire to reduce to writing the agreement they have reached; and

WHEREAS, the parties desire to settle all claims to date that arose or accrued prior to June 1, 2023 including individual charges before the EEOC and NLRB;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties as set forth herein, the parties hereby agree as follows:

## **1. COLLECTIVE BARGAINING AGREEMENT (“CBA”)**

The parties agree that they have both bargained in good faith regarding the decision and effects of the elimination of the Helpline and have satisfied their obligations to meet and confer. The Company agrees that if within a period of five years after eliminating the Helpline, it decides

to reopen the Helpline, it shall recognize and bargain with the Union on behalf of all Helpline Employees.

## **2. PHASE-OUT OF OPERATIONS**

The Company will phase-out its Helpline operations in such a manner and over such period of time as the Company shall determine; however, all Employees shall be terminated by on or about June 1, 2023 (the “Shutdown Date”). The period of time commencing before the signing of this Shutdown Agreement and concluding with the termination of all Employees shall be referred to as the “Shutdown Period.” During the Shutdown Period, all Employees shall continue to receive their regular wage payments for all hours worked and the Company shall continue to make all required benefit contributions.

## **3. SEVERANCE PAY**

a. **Severance**: Employees who are laid off shall receive the following severance, in accordance with the regular Company payroll practices, less applicable deductions, conditioned upon the employee executing a release of claims in a form to be determined by the Company and the approval of withdrawal of all claims and charges by the Union and Employees:

<u>Eligible</u>	<u>Severance Pay</u>	<u>Continuation of Benefits</u>
All Employees	6 months’ base pay	Month of June company paid health benefits for Employees currently receiving medical benefits

Recall:

Employees who have been laid off shall have recall rights for a period of twelve (12) months from the date of their layoff. The Company may not contract out work or hire a new employee to perform the work that a laid off employee was performing during the twelve (12) month recall period without first recalling the laid off employee unless the work assignment will be a temporary assignment with a finite term of sixty (60) days or less. It shall be the responsibility of laid off employee to have a current email address on file with the Employer. If a laid off employee fails to respond to a job offer within two (2) business days and report within an additional two (2) business days of the Employer sending an offer via the most current email address on file, then the laid off employee shall forfeit their recall rights. The Employer may at its own discretion extend the timelines for a recalled employee to report. A recalled employee that is laid off again within the first twelve (12) months following a recall shall not be eligible to receive the severance and COBRA benefits set forth herein in connection with the second layoff.

b. **Ineligibility for Severance Pay**

i. It is agreed that Employees who voluntarily terminate their employment prior to the Shutdown Date shall not be eligible to receive any Severance Pay set forth in this Shutdown Agreement, except with the Company's written approval, in the sole discretion of the Company.

ii. It is further agreed that Employees who are terminated during the Shutdown Period for "Just Cause" shall not be eligible to receive any Severance Pay.

4. **UNUSED VACATION**

Upon his/her termination by the Company, each Employee shall be paid all earned, unused vacation. Employees shall be paid such vacation pay in the week following their termination by the Company. Unused Vacation Pay shall be paid less all required deductions and withholdings.



## 5. **BENEFITS**

A Severance Pay eligible employee will continue to receive benefits through the Shutdown Date except for medical benefits that will continue through June 30, 2023 for those currently receiving medical benefits. Severance Pay is not eligible for defined contribution payments.

## 6. **TRANSITION ISSUES**

a. **Unemployment Compensation.** The Company agrees not to contest unemployment insurance claims made by Employees terminated as the result of the elimination of the Helpline.

b. **Cooperation.** The Company agrees to cooperate with the appropriate agencies and business organizations to educate Employees on job transition and placement, retraining, and other related services.

c. **Letters of Employment Verification.** The Company agrees to provide an original letter of verification to each eligible Employee stating his/her dates of employment, last job classification, and last rate of pay.

## 7. **MUTUAL COOPERATION**

a. It is agreed that the Union and all Employees represented by the Union will fully cooperate with the Company in effectuating an orderly and efficient phase out of Helpline operations. It is agreed that neither the Union nor any of its members shall engage in any conduct that violates the proposed No-Strike clause in the CBA and the Company will not engage in any lockout.

b. **Job Interviews** The Company agrees to provide Employees time off, without penalty to attend interviews to pursue other job opportunities. Employees will provide management with a minimum of 48 hours' notice.

**8. EMPLOYEE RELEASE**

The parties agree, that as a condition precedent to the receipt of Severance Pay under Section 3 of this Shutdown Agreement, the Employees must sign a Release waiving any and all claims he/she has or may have against the Company, including but not limited to any and all grievances, and any claims under the National Labor Relations Act, Title VII of the Civil Rights Act of 1964 (and any subsequent amendments thereto), the Age Discrimination in Employment Act of 1967, the American with Disabilities Act, any state or city laws relating to discrimination, the Employment Retirement Income Security Act, the Worker Adjustment and Retraining Notification Act, and any other regulation, ordinance, federal, state or local law, and any common law claim that may be released by private agreement. A copy of the Release is attached hereto as Attachment A. The fully-executed Release must be returned to the Company in order to permit Severance Payments to be made following each employee's termination. Any waiver of rights referenced within the Shutdown Agreement and/or Attachment A shall be applicable only to the extent permitted by law.

**9. FULL AND FINAL AGREEMENT**

It is agreed that this Shutdown Agreement shall constitute the full and final agreement of the parties on all issues provided the Union signs this Shutdown Agreement and all Employees sign Releases relating to or arising from the permanent cessation of Helpline operations. However, the Shutdown Agreement and Releases are contingent upon the approval of the withdrawal of NLRB Case Nos. 16-CA-315505 and 02-CA-317742, EEOC Charge No. 520-2023-00926 and any and all other claims, allegations or charges brought by the Union or Employees or arose or accrued prior to the Shutdown Date.

**10. SEVERABILITY**

If any provision of this Shutdown Agreement or the application thereof is held invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this Shutdown Agreement and to this end the provisions of this Shutdown Agreement are declared to be severable.

**11. FULL AUTHORITY**

The Union and the Company acknowledge that they have the full authority to enter into this Shutdown Agreement.

**THIS SHUTDOWN AGREEMENT (INCLUDING THE RELEASE) IS THE ONLY AGREEMENT BETWEEN THE PARTIES RELATIVE TO THE PERMANENT SHUTDOWN OF THE HELPLINE. THERE ARE NO AGREEMENTS, PROMISES, REPRESENTATIONS OR CONDITIONS, WRITTEN OR VERBAL, OTHER THAN THOSE SET FORTH HEREIN.**

**12. NON-ADMISSION**

Nothing herein constitutes an admission of liability or wrongdoing by the Company.

**13. COUNTERPARTS**

This Shutdown Agreement may be signed in counterparts and any electronic or facsimile signature will be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Shutdown Agreement and it shall become effective in all respects on the 1<sup>st</sup> day of June, 2023.

(b) (6), (b) (7)(C)

FOR THE COMPANY:

_____	_____
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# **SHUTDOWN AGREEMENT**

**Between**

**Communication Workers of America and on behalf of its Local Union 1101**

**and**

**NATIONAL EATING DISORDER ASSOCIATION**

THIS SHUTDOWN AGREEMENT dated on or about this 1<sup>st</sup> day of June, 2023, is by and between National Eating Disorder Association (“Company”) and the Communication Workers of America and on behalf of its Local Union 1101 (collectively the “Union”).

WHEREAS, the Union was certified on March 27, 2023 by the National Labor Relations Board Region 16 as the exclusive representative of the Helpline Associates employed by the Company (“Employees”); and

WHEREAS, the Company gave proper and timely notice of the shutdown of the Helpline to the Union on March 30 and to the Employees on March 31; and

WHEREAS, the Company and the Union have negotiated in good faith and reached a full and final agreement on all issues, and now desire to reduce to writing the agreement they have reached; and

WHEREAS, the parties desire to settle all claims to date that arose or accrued prior to June 1, 2023 including individual charges before the EEOC and NLRB;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties as set forth herein, the parties hereby agree as follows:

## **1. COLLECTIVE BARGAINING AGREEMENT (“CBA”)**

The parties agree that they have both bargained in good faith regarding the decision and effects of the elimination of the Helpline and have satisfied their obligations to meet and confer. The Company agrees that if within a period of five years after eliminating the Helpline, it decides

to reopen the Helpline, it shall recognize and bargain with the Union on behalf of all Helpline Employees.

## **2. PHASE-OUT OF OPERATIONS**

The Company will phase-out its Helpline operations in such a manner and over such period of time as the Company shall determine; however, all Employees shall be terminated by on or about June 1, 2023 (the “Shutdown Date”). The period of time commencing before the signing of this Shutdown Agreement and concluding with the termination of all Employees shall be referred to as the “Shutdown Period.” During the Shutdown Period, all Employees shall continue to receive their regular wage payments for all hours worked and the Company shall continue to make all required benefit contributions.

## **3. SEVERANCE PAY**

a. **Severance**: Employees who are laid off shall receive the following severance, in accordance with the regular Company payroll practices, less applicable deductions, conditioned upon the employee executing a release of claims in a form to be determined by the Company and the approval of withdrawal of all claims and charges by the Union and Employees:

<u>Eligible</u>	<u>Severance Pay</u>	<u>Continuation of Benefits</u>
All Employees	6 months’ base pay	Month of June company paid health benefits for Employees currently receiving medical benefits

Recall:

Employees who have been laid off shall have recall rights for a period of twelve (12) months from the date of their layoff. The Company may not contract out work or hire a new employee to perform the work that a laid off employee was performing during the twelve (12) month recall period without first recalling the laid off employee unless the work assignment will be a temporary assignment with a finite term of sixty (60) days or less. It shall be the responsibility of laid off employee to have a current email address on file with the Employer. If a laid off employee fails to respond to a job offer within two (2) business days and report within an additional two (2) business days of the Employer sending an offer via the most current email address on file, then the laid off employee shall forfeit their recall rights. The Employer may at its own discretion extend the timelines for a recalled employee to report. A recalled employee that is laid off again within the first twelve (12) months following a recall shall not be eligible to receive the severance and COBRA benefits set forth herein in connection with the second layoff.

b. **Ineligibility for Severance Pay**

i. It is agreed that Employees who voluntarily terminate their employment prior to the Shutdown Date shall not be eligible to receive any Severance Pay set forth in this Shutdown Agreement, except with the Company's written approval, in the sole discretion of the Company.

ii. It is further agreed that Employees who are terminated during the Shutdown Period for "Just Cause" shall not be eligible to receive any Severance Pay.

4. **UNUSED VACATION**

Upon his/her termination by the Company, each Employee shall be paid all earned, unused vacation. Employees shall be paid such vacation pay in the week following their termination by the Company. Unused Vacation Pay shall be paid less all required deductions and withholdings.

## 5. **BENEFITS**

A Severance Pay eligible employee will continue to receive benefits through the Shutdown Date except for medical benefits that will continue through June 30, 2023 for those currently receiving medical benefits. Severance Pay is not eligible for defined contribution payments.

## 6. **TRANSITION ISSUES**

a. **Unemployment Compensation.** The Company agrees not to contest unemployment insurance claims made by Employees terminated as the result of the elimination of the Helpline.

b. **Cooperation.** The Company agrees to cooperate with the appropriate agencies and business organizations to educate Employees on job transition and placement, retraining, and other related services.

c. **Letters of Employment Verification.** The Company agrees to provide an original letter of verification to each eligible Employee stating his/her dates of employment, last job classification, and last rate of pay.

## 7. **MUTUAL COOPERATION**

a. It is agreed that the Union and all Employees represented by the Union will fully cooperate with the Company in effectuating an orderly and efficient phase out of Helpline operations. It is agreed that neither the Union nor any of its members shall engage in any conduct that violates the proposed No-Strike clause in the CBA and the Company will not engage in any lockout.

b. **Job Interviews** The Company agrees to provide Employees time off, without penalty to attend interviews to pursue other job opportunities. Employees will provide management with a minimum of 48 hours' notice.



## **8. EMPLOYEE RELEASE**

The parties agree, that as a condition precedent to the receipt of Severance Pay under Section 3 of this Shutdown Agreement, the Employees must sign a Release waiving any and all claims he/she has or may have against the Company, including but not limited to any and all grievances, and any claims under the National Labor Relations Act, Title VII of the Civil Rights Act of 1964 (and any subsequent amendments thereto), the Age Discrimination in Employment Act of 1967, the American with Disabilities Act, any state or city laws relating to discrimination, the Employment Retirement Income Security Act, the Worker Adjustment and Retraining Notification Act, and any other regulation, ordinance, federal, state or local law, and any common law claim that may be released by private agreement. A copy of the Release is attached hereto as Attachment A. The fully-executed Release must be returned to the Company in order to permit Severance Payments to be made following each employee's termination. Any waiver of rights referenced within the Shutdown Agreement and/or Attachment A shall be applicable only to the extent permitted by law.

## **9. FULL AND FINAL AGREEMENT**

It is agreed that this Shutdown Agreement shall constitute the full and final agreement of the parties on all issues provided the Union signs this Shutdown Agreement and all Employees sign Releases relating to or arising from the permanent cessation of Helpline operations. However, the Shutdown Agreement and Releases are contingent upon the approval of the withdrawal of NLRB Case Nos. 16-CA-315505 and 02-CA-317742, EEOC Charge No. 520-2023-00926 and any and all other claims, allegations or charges brought by the Union or Employees or arose or accrued prior to the Shutdown Date.

## **10. SEVERABILITY**

If any provision of this Shutdown Agreement or the application thereof is held invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this Shutdown Agreement and to this end the provisions of this Shutdown Agreement are declared to be severable.

**11. FULL AUTHORITY**

The Union and the Company acknowledge that they have the full authority to enter into this Shutdown Agreement.

**THIS SHUTDOWN AGREEMENT (INCLUDING THE RELEASE) IS THE ONLY AGREEMENT BETWEEN THE PARTIES RELATIVE TO THE PERMANENT SHUTDOWN OF THE HELPLINE. THERE ARE NO AGREEMENTS, PROMISES, REPRESENTATIONS OR CONDITIONS, WRITTEN OR VERBAL, OTHER THAN THOSE SET FORTH HEREIN.**

**12. NON-ADMISSION**

Nothing herein constitutes an admission of liability or wrongdoing by the Company.

**13. COUNTERPARTS**

This Shutdown Agreement may be signed in counterparts and any electronic or facsimile signature will be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Shutdown Agreement and it shall become effective in all respects on the 1<sup>st</sup> day of June, 2023.

(b) (6), (b) (7)(C)

FOR THE COMPANY:

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## RELEASE

(b) (6), (b) (7)(C) (“Employee”) and National Eating Disorder Association (“Employer”) hereby knowingly and voluntarily agree to enter into this Release (“Agreement”) in order to resolve any and all claims between them, and any other claims arising out of the Employee’s employment with and termination from Employer due to the elimination of the Helpline and to set forth all obligations between the parties. Employee and Employer acknowledge and agree that this Agreement constitutes the sole obligation of each to the other and that no other promises, commitments, or representations have been made with or by each of the parties to the other.

First: Employee’s employment with Employer will end on June 1, 2023 (“Shutdown Date”) except as provided in Section 3.b. of the Shutdown Agreement. In exchange for the release provided below, Employee will receive the severance and unused vacation pay set forth in the Shutdown Agreement less applicable payroll withholdings and deductions provided all release are signed and approvals of withdrawal of all charges are received by the Employer. Such payments will be made in accordance with regular payroll payments after Employee signs the Agreement. Employee acknowledges that she/he would not otherwise be entitled to this consideration.

Second: All of Employee’s benefits will cease on the Shutdown Date except for medical benefits that will continue through June 30, 2023 provided Employee is currently receiving medical benefits from the Employer.

Third: Accrued but unused vacation days less applicable payroll withholdings and deductions will be paid in the week following the Shutdown Date.

Fourth: Employee is not entitled to any further consideration, including any wages, payment, accrued vacation or benefit from Releasees (as defined below), other than that to which Employee is entitled under this Agreement.

Fifth: Employer agrees that it will not contest any valid request by Employee for unemployment benefits.

Sixth: Employee hereby irrevocably and unconditionally releases, and discharges Employer and each of Employer’s directors, officers, employees, insurers, representatives, attorneys, and all persons acting by, through, under, or in concert with any of them (collectively “Releasees”), from any and all charges, complaints, claims, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses including attorneys’ fees and costs actually incurred), of any nature whatsoever, known or unknown, which Employee now has, or claims to have or which Employee at any time hereafter may have or claim to have against any of the Releasees, arising or occurring prior to the execution of this Agreement by Employee including but not limited to any claims arising out of Employee’s employment and termination of employment with Employer or based on any theory of tort, contract, or other law or under any federal, state, or local statute, regulation, rule, ordinance, or order which relates to any aspect of employment including, but not limited to, discrimination based on race, sex, age,

religion, national origin, sexual orientation, physical, medical, or mental condition, or marital status under, among other statutes, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act ("ADEA"), the Family and Medical Leave Act, the National Labor Relations Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the New York State Human Rights Law, and the New York City Human Rights Law.

Seventh: Employee warrants that she/he is fully competent to enter into this Agreement, that she/he has read and understands this Agreement, and that she/he has signed this agreement freely and voluntarily.

Eighth: Employee shall not institute nor be represented as a party in any lawsuit, charge, claim, complaint or other proceeding against or involving Employer based on Employee's employment with Employer or upon any act or omission occurring up to and including the date that this Agreement is fully executed, whether as an individual or class action, with any administrative agency, regulatory agency, judicial or other forum under any federal, state or local laws, rules, regulations or any other basis. Further, Employee shall not seek or accept any award or settlement from any such source or proceeding (not including, unemployment insurance proceedings). In the event that Employee institutes, is a knowing participant, or is a willing member of a class that institutes any such action, her claims shall be dismissed or class membership terminated with prejudice immediately upon presentation of this Agreement. This Agreement does not affect Employee's right to file a charge with or participate in any investigation conducted by any federal, state, or local agency, including the National Labor Relations Board or Equal Employment Opportunity Commission but Employee recognizes that she/he shall not be entitled to any compensation.

Ninth: This Agreement shall be interpreted in accordance with New York law and any action relating to his Agreement must be brought in state or federal court in New York.

Tenth: This Agreement and Release shall not be effective until the withdrawal of all pending charges relating to the Employer by the Union or Employees are approved.

Eleventh: Employee acknowledges that he/she has read and understood this Agreement, has had the opportunity to discuss it with CWA representatives or counsel, and that the CWA has fairly represented her/him.

Twelfth: Employee represents and agrees that he/she is not a Medicare beneficiary and that he/she is not currently receiving, has not received in the past, will not receive as of the time of payment under this Agreement, is not entitled to, is not eligible for, and has not applied for or sought Social Security Disability or Medicare benefits. Employee represents and agrees that he/she has made no claim for illness or injury against (nor is he/she aware of any facts supporting any claim against) Employer under which Employer could be liable for medical expenses he/she incurred before or after the execution of this Agreement. Further, Employee is aware of no medical expenses paid by Medicare and for which the Employer is or could be liable now or in the future. Employee represents and agrees that, to the best of his/her knowledge, no liens exist from any governmental entities, including those for Medicare conditional payments.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. To signify their agreement to the termination of the Agreement, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below.

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DATE:

\_\_\_\_\_  
(b) (6), (b) (7)(C)

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
NATIONAL EATING DISORDER ASSOCIATION

# **SHUTDOWN AGREEMENT**

**Between**

**Communication Workers of America and on behalf of its Local Union 1101**

**and**

**NATIONAL EATING DISORDER ASSOCIATION**

THIS SHUTDOWN AGREEMENT dated on or about this 1<sup>st</sup> day of June, 2023, is by and between National Eating Disorder Association (“Company”) and the Communication Workers of America and on behalf of its Local Union 1101 (collectively the “Union”).

WHEREAS, the Union was certified on March 27, 2023 by the National Labor Relations Board Region 16 as the exclusive representative of the Helpline Associates employed by the Company (“Employees”); and

WHEREAS, the Company gave proper and timely notice of the shutdown of the Helpline to the Union on March 30 and to the Employees on March 31; and

WHEREAS, the Company and the Union have negotiated in good faith and reached a full and final agreement on all issues, and now desire to reduce to writing the agreement they have reached; and

WHEREAS, the parties desire to settle all claims to date that arose or accrued prior to June 1, 2023 including individual charges before the EEOC and NLRB;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties as set forth herein, the parties hereby agree as follows:

## **1. COLLECTIVE BARGAINING AGREEMENT (“CBA”)**

The parties agree that they have both bargained in good faith regarding the decision and effects of the elimination of the Helpline and have satisfied their obligations to meet and confer. The Company agrees that if within a period of five years after eliminating the Helpline, it decides

to reopen the Helpline, it shall recognize and bargain with the Union on behalf of all Helpline Employees.

## **2. PHASE-OUT OF OPERATIONS**

The Company will phase-out its Helpline operations in such a manner and over such period of time as the Company shall determine; however, all Employees shall be terminated by on or about June 1, 2023 (the “Shutdown Date”). The period of time commencing before the signing of this Shutdown Agreement and concluding with the termination of all Employees shall be referred to as the “Shutdown Period.” During the Shutdown Period, all Employees shall continue to receive their regular wage payments for all hours worked and the Company shall continue to make all required benefit contributions.

## **3. SEVERANCE PAY**

a. **Severance**: Employees who are laid off shall receive the following severance, in accordance with the regular Company payroll practices, less applicable deductions, conditioned upon the employee executing a release of claims in a form to be determined by the Company and the approval of withdrawal of all claims and charges by the Union and Employees:

<u>Eligible</u>	<u>Severance Pay</u>	<u>Continuation of Benefits</u>
All Employees	6 months’ base pay	Month of June company paid health benefits for Employees currently receiving medical benefits



Recall:

Employees who have been laid off shall have recall rights for a period of twelve (12) months from the date of their layoff. The Company may not contract out work or hire a new employee to perform the work that a laid off employee was performing during the twelve (12) month recall period without first recalling the laid off employee unless the work assignment will be a temporary assignment with a finite term of sixty (60) days or less. It shall be the responsibility of laid off employee to have a current email address on file with the Employer. If a laid off employee fails to respond to a job offer within two (2) business days and report within an additional two (2) business days of the Employer sending an offer via the most current email address on file, then the laid off employee shall forfeit their recall rights. The Employer may at its own discretion extend the timelines for a recalled employee to report. A recalled employee that is laid off again within the first twelve (12) months following a recall shall not be eligible to receive the severance and COBRA benefits set forth herein in connection with the second layoff.

b. **Ineligibility for Severance Pay**

i. It is agreed that Employees who voluntarily terminate their employment prior to the Shutdown Date shall not be eligible to receive any Severance Pay set forth in this Shutdown Agreement, except with the Company's written approval, in the sole discretion of the Company.

ii. It is further agreed that Employees who are terminated during the Shutdown Period for "Just Cause" shall not be eligible to receive any Severance Pay.

4. **UNUSED VACATION**

Upon his/her termination by the Company, each Employee shall be paid all earned, unused vacation. Employees shall be paid such vacation pay in the week following their termination by the Company. Unused Vacation Pay shall be paid less all required deductions and withholdings.

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IN WITNESS WHEREOF, the parties have executed this Shutdown Agreement and it shall become effective in all respects on the 1<sup>st</sup> day of June, 2023.

(b) (6), (b) (7)(C)

FOR THE COMPANY:

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# **SHUTDOWN AGREEMENT**

**Between**

**Communication Workers of America and on behalf of its Local Union 1101**

**and**

**NATIONAL EATING DISORDER ASSOCIATION**

THIS SHUTDOWN AGREEMENT dated on or about this 1<sup>st</sup> day of June, 2023, is by and between National Eating Disorder Association (“Company”) and the Communication Workers of America and on behalf of its Local Union 1101 (collectively the “Union”).

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WHEREAS, the Company gave proper and timely notice of the shutdown of the Helpline to the Union on March 30 and to the Employees on March 31; and

WHEREAS, the Company and the Union have negotiated in good faith and reached a full and final agreement on all issues, and now desire to reduce to writing the agreement they have reached; and

WHEREAS, the parties desire to settle all claims to date that arose or accrued prior to June 1, 2023 including individual charges before the EEOC and NLRB;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties as set forth herein, the parties hereby agree as follows:

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ii. It is further agreed that Employees who are terminated during the Shutdown Period for "Just Cause" shall not be eligible to receive any Severance Pay.

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b. **Job Interviews** The Company agrees to provide Employees time off, without penalty to attend interviews to pursue other job opportunities. Employees will provide management with a minimum of 48 hours' notice.

**8. EMPLOYEE RELEASE**

The parties agree, that as a condition precedent to the receipt of Severance Pay under Section 3 of this Shutdown Agreement, the Employees must sign a Release waiving any and all claims he/she has or may have against the Company, including but not limited to any and all grievances, and any claims under the National Labor Relations Act, Title VII of the Civil Rights Act of 1964 (and any subsequent amendments thereto), the Age Discrimination in Employment Act of 1967, the American with Disabilities Act, any state or city laws relating to discrimination, the Employment Retirement Income Security Act, the Worker Adjustment and Retraining Notification Act, and any other regulation, ordinance, federal, state or local law, and any common law claim that may be released by private agreement. A copy of the Release is attached hereto as Attachment A. The fully-executed Release must be returned to the Company in order to permit Severance Payments to be made following each employee's termination. Any waiver of rights referenced within the Shutdown Agreement and/or Attachment A shall be applicable only to the extent permitted by law.

**9. FULL AND FINAL AGREEMENT**

It is agreed that this Shutdown Agreement shall constitute the full and final agreement of the parties on all issues provided the Union signs this Shutdown Agreement and all Employees sign Releases relating to or arising from the permanent cessation of Helpline operations. However, the Shutdown Agreement and Releases are contingent upon the approval of the withdrawal of NLRB Case Nos. 16-CA-315505 and 02-CA-317742, EEOC Charge No. 520-2023-00926 and any and all other claims, allegations or charges brought by the Union or Employees or arose or accrued prior to the Shutdown Date.

**10. SEVERABILITY**

If any provision of this Shutdown Agreement or the application thereof is held invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this Shutdown Agreement and to this end the provisions of this Shutdown Agreement are declared to be severable.

**11. FULL AUTHORITY**

The Union and the Company acknowledge that they have the full authority to enter into this Shutdown Agreement.

**THIS SHUTDOWN AGREEMENT (INCLUDING THE RELEASE) IS THE ONLY AGREEMENT BETWEEN THE PARTIES RELATIVE TO THE PERMANENT SHUTDOWN OF THE HELPLINE. THERE ARE NO AGREEMENTS, PROMISES, REPRESENTATIONS OR CONDITIONS, WRITTEN OR VERBAL, OTHER THAN THOSE SET FORTH HEREIN.**

**12. NON-ADMISSION**

Nothing herein constitutes an admission of liability or wrongdoing by the Company.

**13. COUNTERPARTS**

This Shutdown Agreement may be signed in counterparts and any electronic or facsimile signature will be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Shutdown Agreement and it shall become effective in all respects on the 1<sup>st</sup> day of June, 2023.

FOR THE UNION:

 CWA Local 1101

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FOR THE COMPANY:

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## RELEASE

(b) (6), (b) (7)(C) (“Employee”) and National Eating Disorder Association (“Employer”) hereby knowingly and voluntarily agree to enter into this Release (“Agreement”) in order to resolve any and all claims between them, and any other claims arising out of the Employee’s employment with and termination from Employer due to the elimination of the Helpline and to set forth all obligations between the parties. Employee and Employer acknowledge and agree that this Agreement constitutes the sole obligation of each to the other and that no other promises, commitments, or representations have been made with or by each of the parties to the other.

First: Employee’s employment with Employer will end on June 1, 2023 (“Shutdown Date”) except as provided in Section 3.b. of the Shutdown Agreement. In exchange for the release provided below, Employee will receive the severance and unused vacation pay set forth the Shutdown Agreement less applicable payroll withholdings and deductions provided all releases are signed and approvals of withdrawal of all charges are received by the Employer. Such payments will be made in accordance with regular payroll payments after Employee signs the Agreement. Employee acknowledges that she/he would not otherwise be entitled to this consideration.

Second: All of Employee’s benefits will cease on the Shutdown Date except for medical benefits that will continue through June 30, 2023 provided Employee is currently receiving medical benefits from the Employer.

Third: Accrued but unused vacation days less applicable payroll withholdings and deductions will be paid in the week following the Shutdown Date.

Fourth: Employee is not entitled to any further consideration, including any wages, payment, accrued vacation or benefit from Releasees (as defined below), other than that to which Employee is entitled under this Agreement.

Fifth: Employer agrees that it will not contest any valid request by Employee for unemployment benefits.

Sixth: Employee hereby irrevocably and unconditionally releases, and discharges Employer and each of Employer’s directors, officers, employees, insurers, representatives, attorneys, and all persons acting by, through, under, or in concert with any of them (collectively “Releasees”), from any and all charges, complaints, claims, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses including attorneys’ fees and costs actually incurred), of any nature whatsoever, known or unknown, which Employee now has, or claims to have or which Employee at any time hereafter may have or claim to have against any of the Releasees, arising or occurring prior to the execution of this Agreement by Employee including but not limited to any claims arising out of Employee’s employment and termination of employment with Employer or based on any theory of tort, contract, or other law or under any federal, state, or local statute, regulation, rule, ordinance, or order which relates to any aspect of employment including, but not limited to, discrimination based on race, sex, age,

religion, national origin, sexual orientation, physical, medical, or mental condition, or marital status under, among other statutes, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act ("ADEA"), the Family and Medical Leave Act, the National Labor Relations Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the New York State Human Rights Law, and the New York City Human Rights Law.

Seventh: Employee warrants that she/he is fully competent to enter into this Agreement, that she/he has read and understands this Agreement, and that she/he has signed this agreement freely and voluntarily.

Eighth: Employee shall not institute nor be represented as a party in any lawsuit, charge, claim, complaint or other proceeding against or involving Employer based on Employee's employment with Employer or upon any act or omission occurring up to and including the date that this Agreement is fully executed, whether as an individual or class action, with any administrative agency, regulatory agency, judicial or other forum under any federal, state or local laws, rules, regulations or any other basis. Further, Employee shall not seek or accept any award or settlement from any such source or proceeding (not including, unemployment insurance proceedings). In the event that Employee institutes, is a knowing participant, or is a willing member of a class that institutes any such action, her claims shall be dismissed or class membership terminated with prejudice immediately upon presentation of this Agreement. This Agreement does not affect Employee's right to file a charge with or participate in any investigation conducted by any federal, state, or local agency, including the National Labor Relations Board or Equal Employment Opportunity Commission but Employee recognizes that she/he shall not be entitled to any compensation.

Ninth: This Agreement shall be interpreted in accordance with New York law and any action relating to his Agreement must be brought in state or federal court in New York.

Tenth: This Agreement and Release shall not be effective until the withdrawal of all pending charges relating to the Employer by the Union or Employees are approved.

Eleventh: Employee acknowledges that he/she has read and understood this Agreement, has had the opportunity to discuss it with CWA representatives or counsel, and that the CWA has fairly represented her/him.

Twelfth: Employee represents and agrees that he/she is not a Medicare beneficiary and that he/she is not currently receiving, has not received in the past, will not receive as of the time of payment under this Agreement, is not entitled to, is not eligible for, and has not applied for or sought Social Security Disability or Medicare benefits. Employee represents and agrees that he/she has made no claim for illness or injury against (nor is he/she aware of any facts supporting any claim against) Employer under which Employer could be liable for medical expenses he/she incurred before or after the execution of this Agreement. Further, Employee is aware of no medical expenses paid by Medicare and for which the Employer is or could be liable now or in the future. Employee represents and agrees that, to the best of his/her knowledge, no liens exist from any governmental entities, including those for Medicare conditional payments.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. To signify their agreement to the termination of the Agreement, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below.

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
(b) (6), (b) (7)(C)

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
NATIONAL EATING DISORDER ASSOCIATION

# **SHUTDOWN AGREEMENT**

**Between**

**Communication Workers of America and on behalf of its Local Union 1101**

**and**

**NATIONAL EATING DISORDER ASSOCIATION**

THIS SHUTDOWN AGREEMENT dated on or about this 1<sup>st</sup> day of June, 2023, is by and between National Eating Disorder Association (“Company”) and the Communication Workers of America and on behalf of its Local Union 1101 (collectively the “Union”).

WHEREAS, the Union was certified on March 27, 2023 by the National Labor Relations Board Region 16 as the exclusive representative of the Helpline Associates employed by the Company (“Employees”); and

WHEREAS, the Company gave proper and timely notice of the shutdown of the Helpline to the Union on March 30 and to the Employees on March 31; and

WHEREAS, the Company and the Union have negotiated in good faith and reached a full and final agreement on all issues, and now desire to reduce to writing the agreement they have reached; and

WHEREAS, the parties desire to settle all claims to date that arose or accrued prior to June 1, 2023 including individual charges before the EEOC and NLRB;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties as set forth herein, the parties hereby agree as follows:

## **1. COLLECTIVE BARGAINING AGREEMENT (“CBA”)**


The parties agree that they have both bargained in good faith regarding the decision and effects of the elimination of the Helpline and have satisfied their obligations to meet and confer.

within a period of five years after eliminating the Helpline, it decides



to reopen the Helpline, it shall recognize and bargain with the Union on behalf of all Helpline Employees.

## **2. PHASE-OUT OF OPERATIONS**

 phase-out its Helpline operations in such a manner and over such period of time as the Company shall determine; however, all Employees shall be terminated by on or about June 1, 2023 (the “Shutdown Date”). The period of time commencing before the signing of this Shutdown Agreement and concluding with the termination of all Employees shall be referred to as the “Shutdown Period.” During the Shutdown Period, all Employees shall continue to receive their regular wage payments for all hours worked and the Company shall continue to make all required benefit contributions.

## **3. SEVERANCE PAY**

a. **Severance**: Employees who are laid off shall receive the following severance, in accordance with the regular Company payroll practices, less applicable deductions, conditioned upon the employee executing a release of claims in a form to be determined by the Company and the approval of withdrawal of all claims and charges by the Union and Employees:

<u>Eligible</u>	<u>Severance Pay</u>	<u>Continuation of Benefits</u>
All Employees	6 months’ base pay	Month of June company paid health benefits for Employees currently receiving medical benefits



Recall:

Employees who have been laid off shall have recall rights for a period of twelve (12) months from the date of their layoff. The Company may not contract out work or hire a new employee to [REDACTED] laid off employee was performing during the twelve (12) month recall period without first recalling the laid off employee unless the work assignment will be a temporary assignment with a finite term of sixty (60) days or less. It shall be the responsibility of laid off employee to have a current email address on file with the Employer. If a laid off employee fails to respond to a job offer within two (2) business days and report within an additional two (2) business days of the Employer sending an offer via the most current email address on file, then the laid off employee shall forfeit their recall rights. The Employer may at its own discretion extend the timelines for a recalled employee to report. A recalled employee that is laid off again within the first twelve (12) months following a recall shall not be eligible to receive the severance and COBRA benefits set forth herein in connection with the second layoff.

b. **Ineligibility for Severance Pay**

i. It is agreed that Employees who voluntarily terminate their employment prior to the Shutdown Date shall not be eligible to receive any Severance Pay set forth in this Shutdown Agreement, except with the Company's written approval, in the sole discretion of the Company.

ii. It is further agreed that Employees who are terminated during the Shutdown Period for "Just Cause" shall not be eligible to receive any Severance Pay.

4. **UNUSED VACATION**

Upon his/her termination by the Company, each Employee shall be paid all earned, unused vacation. Employees shall be paid such vacation pay in the week following their termination by the Company. Unused Vacation Pay shall be paid less all required deductions and withholdings.

[REDACTED]

5. **BENEFITS**

A Severance Pay eligible employee will continue to receive benefits through the Shutdown Date except for medical benefits that will continue through June 30, 2023 for those currently

Severance Pay is not eligible for defined contribution payments.

6. **TRANSITION ISSUES**

a. **Unemployment Compensation.** The Company agrees not to contest unemployment insurance claims made by Employees terminated as the result of the elimination of the Helpline.

b. **Cooperation.** The Company agrees to cooperate with the appropriate agencies and business organizations to educate Employees on job transition and placement, retraining, and other related services.


c. **Letters of Employment Verification.** The Company agrees to provide an original letter of verification to each eligible Employee stating his/her dates of employment, last job classification, and last rate of pay.

7. **MUTUAL COOPERATION**

a. It is agreed that the Union and all Employees represented by the Union will fully cooperate with the Company in effectuating an orderly and efficient phase out of Helpline operations. It is agreed that neither the Union nor any of its members shall engage in any conduct that violates the proposed No-Strike clause in the CBA and the Company will not engage in any lockout.

b. **Job Interviews** The Company agrees to provide Employees time off, without penalty to attend interviews to pursue other job opportunities. Employees will provide management with a minimum of 48 hours' notice.

**8. EMPLOYEE RELEASE**

The parties agree, that as a condition precedent to the receipt of Severance Pay under Section 3 of this Shutdown Agreement, the Employees must sign a Release waiving any and all  have against the Company, including but not limited to any and all grievances, and any claims under the National Labor Relations Act, Title VII of the Civil Rights Act of 1964 (and any subsequent amendments thereto), the Age Discrimination in Employment Act of 1967, the American with Disabilities Act, any state or city laws relating to discrimination, the Employment Retirement Income Security Act, the Worker Adjustment and Retraining Notification Act, and any other regulation, ordinance, federal, state or local law, and any common law claim that may be released by private agreement. A copy of the Release is attached hereto as Attachment A. The fully-executed Release must be returned to the Company in order to permit Severance Payments to be made following each employee's termination. Any waiver of rights referenced within the Shutdown Agreement and/or Attachment A shall be applicable only to the extent permitted by law.


**9. FULL AND FINAL AGREEMENT**

It is agreed that this Shutdown Agreement shall constitute the full and final agreement of the parties on all issues provided the Union signs this Shutdown Agreement and all Employees sign Releases relating to or arising from the permanent cessation of Helpline operations. However, the Shutdown Agreement and Releases are contingent upon the approval of the withdrawal of NLRB Case Nos. 16-CA-315505 and 02-CA-317742, EEOC Charge No. 520-2023-00926 and any and all other claims, allegations or charges brought by the Union or Employees or arose or accrued prior to the Shutdown Date.

**10. SEVERABILITY**



If any provision of this Shutdown Agreement or the application thereof is held invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this Shutdown Agreement and to this end the provisions of this Shutdown Agreement are



**11. FULL AUTHORITY**

The Union and the Company acknowledge that they have the full authority to enter into this Shutdown Agreement.

**THIS SHUTDOWN AGREEMENT (INCLUDING THE RELEASE) IS THE ONLY AGREEMENT BETWEEN THE PARTIES RELATIVE TO THE PERMANENT SHUTDOWN OF THE HELPLINE. THERE ARE NO AGREEMENTS, PROMISES, REPRESENTATIONS OR CONDITIONS, WRITTEN OR VERBAL, OTHER THAN THOSE SET FORTH HEREIN.**

**12. NON-ADMISSION**

Nothing herein constitutes an admission of liability or wrongdoing by the Company.

**13. COUNTERPARTS**

This Shutdown Agreement may be signed in counterparts and any electronic or facsimile signature will be deemed an original.



IN WITNESS WHEREOF, the parties have executed this Shutdown Agreement and it shall become effective in all respects on the 1<sup>st</sup> day of June, 2023.

FOR THE UNION:

(b) (6), (b) (7)(C)

FOR THE COMPANY:



## RELEASE

(b) (6), (b) (7)(C) (“Employee”) and National Eating Disorder Association (“Employer”) hereby knowingly and voluntarily agree to enter into this Release (“Agreement”) in order to resolve any and all claims between them, and any other claims arising out of the Employee’s employment with and termination from Employer due to the elimination of the Helpline and to set forth all obligations between the parties. Employee and Employer acknowledge and agree that this Agreement constitutes the sole obligation of each to the other and that no other promises, commitments, or representations have been made with or by each of the parties to the other.

First: Employee’s employment with Employer will end on June 1, 2023 (“Shutdown Date”) except as provided in Section 3.b. of the Shutdown Agreement. In exchange for the release provided below, Employee will receive the severance and unused vacation pay set forth in the Shutdown Agreement less applicable payroll withholdings and deductions provided all releases are signed and approvals of withdrawal of all charges are received by the Employer. Such payments will be made in accordance with regular payroll payments after Employee signs the Agreement. Employee acknowledges that she/he would not otherwise be entitled to this consideration.

Second: All of Employee’s benefits will cease on the Shutdown Date except for medical benefits that will continue through June 30, 2023 provided Employee is currently receiving medical benefits from the Employer.

Third: Accrued but unused vacation days less applicable payroll withholdings and deductions will be paid in the week following the Shutdown Date.

Fourth: Employee is not entitled to any further consideration, including any wages, payment, accrued vacation or benefit from Releasees (as defined below), other than that to which Employee is entitled under this Agreement.

Fifth: Employer agrees that it will not contest any valid request by Employee for unemployment benefits.

Sixth: Employee hereby irrevocably and unconditionally releases, and discharges Employer and each of Employer’s directors, officers, employees, insurers, representatives, attorneys, and all persons acting by, through, under, or in concert with any of them (collectively “Releasees”), from any and all charges, complaints, claims, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses including attorneys’ fees and costs actually incurred), of any nature whatsoever, known or unknown, which Employee now has, or claims to have or which Employee at any time hereafter may have or claim to have against any of the Releasees, arising or occurring prior to the execution of this Agreement by Employee including but not limited to any claims arising out of Employee’s employment and termination of employment with Employer or based on any theory of tort, contract, or other law or under any federal, state, or local statute, regulation, rule, ordinance, or order which relates to any aspect of employment including, but not limited to, discrimination based on race, sex, age,

religion, national origin, sexual orientation, physical, medical, or mental condition, or marital status under, among other statutes, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act ("ADEA"), the Family and Medical Leave Act, the National Labor Relations Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the New York State Human Rights Law, and the New York City Human Rights Law.

Seventh: Employee warrants that she/he is fully competent to enter into this Agreement, that she/he has read and understands this Agreement, and that she/he has signed this agreement freely and voluntarily.

Eighth: Employee shall not institute nor be represented as a party in any lawsuit, charge, claim, complaint or other proceeding against or involving Employer based on Employee's employment with Employer or upon any act or omission occurring up to and including the date that this Agreement is fully executed, whether as an individual or class action, with any administrative agency, regulatory agency, judicial or other forum under any federal, state or local laws, rules, regulations or any other basis. Further, Employee shall not seek or accept any award or settlement from any such source or proceeding (not including, unemployment insurance proceedings). In the event that Employee institutes, is a knowing participant, or is a willing member of a class that institutes any such action, her claims shall be dismissed or class membership terminated with prejudice immediately upon presentation of this Agreement. This Agreement does not affect Employee's right to file a charge with or participate in any investigation conducted by any federal, state, or local agency, including the National Labor Relations Board or Equal Employment Opportunity Commission but Employee recognizes that she/he shall not be entitled to any compensation.

Ninth: This Agreement shall be interpreted in accordance with New York law and any action relating to his Agreement must be brought in state or federal court in New York.

Tenth: This Agreement and Release shall not be effective until the withdrawal of all pending charges relating to the Employer by the Union or Employees are approved.

Eleventh: Employee acknowledges that he/she has read and understood this Agreement, has had the opportunity to discuss it with CWA representatives or counsel, and that the CWA has fairly represented her/him.

Twelfth: Employee represents and agrees that he/she is not a Medicare beneficiary and that he/she is not currently receiving, has not received in the past, will not receive as of the time of payment under this Agreement, is not entitled to, is not eligible for, and has not applied for or sought Social Security Disability or Medicare benefits. Employee represents and agrees that he/she has made no claim for illness or injury against (nor is he/she aware of any facts supporting any claim against) Employer under which Employer could be liable for medical expenses he/she incurred before or after the execution of this Agreement. Further, Employee is aware of no medical expenses paid by Medicare and for which the Employer is or could be liable now or in the future. Employee represents and agrees that, to the best of his/her knowledge, no liens exist from any governmental entities, including those for Medicare conditional payments.



PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. To signify their agreement to the termination of the Agreement, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below.

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DATE:

\_\_\_\_\_  
(b) (6), (b) (7)(C)

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
NATIONAL EATING DISORDER ASSOCIATION

## RELEASE

(b) (6), (b) (7)(C) (“Employee”) and National Eating Disorder Association (“Employer”) hereby knowingly and voluntarily agree to enter into this Release (“Agreement”) in order to resolve any and all claims between them, and any other claims arising out of the Employee’s employment with and termination from Employer due to the elimination of the Helpline and to set forth all obligations between the parties. Employee and Employer acknowledge and agree that this Agreement constitutes the sole obligation of each to the other and that no other promises, commitments, or representations have been made with or by each of the parties to the other.

First: Employee’s employment with Employer will end on June 1, 2023 (“Shutdown Date”) except as provided in Section 3.b. of the Shutdown Agreement. In exchange for the release provided below, Employee will receive the severance and unused vacation pay set forth in the Shutdown Agreement less applicable payroll withholdings and deductions provided all releases are signed and approvals of withdrawal of all charges are received by the Employer. Such payments will be made in accordance with regular payroll payments after Employee signs the Agreement. Employee acknowledges that she/he would not otherwise be entitled to this consideration.

Second: All of Employee’s benefits will cease on the Shutdown Date except for medical benefits that will continue through June 30, 2023 provided Employee is currently receiving medical benefits from the Employer.

Third: Accrued but unused vacation days less applicable payroll withholdings and deductions will be paid in the week following the Shutdown Date.

Fourth: Employee is not entitled to any further consideration, including any wages, payment, accrued vacation or benefit from Releasees (as defined below), other than that to which Employee is entitled under this Agreement.

Fifth: Employer agrees that it will not contest any valid request by Employee for unemployment benefits.

Sixth: Employee hereby irrevocably and unconditionally releases, and discharges Employer and each of Employer’s directors, officers, employees, insurers, representatives, attorneys, and all persons acting by, through, under, or in concert with any of them (collectively “Releasees”), from any and all charges, complaints, claims, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses including attorneys’ fees and costs actually incurred), of any nature whatsoever, known or unknown, which Employee now has, or claims to have or which Employee at any time hereafter may have or claim to have against any of the Releasees, arising or occurring prior to the execution of this Agreement by Employee including but not limited to any claims arising out of Employee’s employment and termination of employment with Employer or based on any theory of tort, contract, or other law or under any federal, state, or local statute, regulation, rule, ordinance, or order which relates to any aspect of employment including, but not limited to, discrimination based on race, sex, age, religion, national

origin, sexual orientation, physical, medical, or mental condition, or marital status under, among other statutes, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act (“ADEA”), the Family and Medical Leave Act, the National Labor Relations Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the New York State Human Rights Law, and the New York City Human Rights Law.

Seventh: Employee warrants that she/he is fully competent to enter into this Agreement, that she/he has read and understands this Agreement, and that she/he has signed this agreement freely and voluntarily.

Eighth: Employee shall withdraw EEOC Charge No. 520-2023-00926 and NLRB Case No. 02-CA-317742 and shall not institute nor be represented as a party in any lawsuit, charge, claim, complaint or other proceeding against or involving Employer based on Employee’s employment with Employer or upon any act or omission occurring up to and including the date that this Agreement is fully executed, whether as an individual or class action, with any administrative agency, regulatory agency, judicial or other forum under any federal, state or local laws, rules, regulations or any other basis. Further, Employee shall not seek or accept any award or settlement from any such source or proceeding (not including, unemployment insurance proceedings). In the event that Employee institutes, is a knowing participant, or is a willing member of a class that institutes any such action, her claims shall be dismissed or class membership terminated with prejudice immediately upon presentation of this Agreement. This Agreement does not affect Employee’s right to file a charge with or participate in any investigation conducted by any federal, state, or local agency, including the National Labor Relations Board or Equal Employment Opportunity Commission but Employee recognizes that she/he shall not be entitled to any compensation.

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Tenth: This Agreement and Release shall not be effective until the withdrawal of the above-captioned charges are approved.

Eleventh: Employee acknowledges that he/she has read and understood this Agreement, has had the opportunity to discuss it with CWA representatives or counsel, and that the CWA has fairly represented her/him.

Twelfth: Employee represents and agrees that he/she is not a Medicare beneficiary and that he/she is not currently receiving, has not received in the past, will not receive as of the time of payment under this Agreement, is not entitled to, is not eligible for, and has not applied for or sought Social Security Disability or Medicare benefits. Employee represents and agrees that he/she has made no claim for illness or injury against (nor is he/she aware of any facts supporting any claim against) Employer under which Employer could be liable for medical expenses he/she incurred before or after the execution of this Agreement. Further, Employee is aware of no medical expenses paid by Medicare and for which the Employer is or could be liable now or in the future. Employee represents and agrees that, to the best of his/her knowledge, no liens exist from any governmental entities, including those for Medicare conditional payments.

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(b) (6), (b) (7)(C)

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
NATIONAL EATING DISORDER ASSOCIATION

## RELEASE

**(b) (6), (b) (7)(C)** (“Employee”) and National Eating Disorder Association (“Employer”) hereby knowingly and voluntarily agree to enter into this Release (“Agreement”) in order to resolve any and all claims between them, and any other claims arising out of the Employee’s employment with and termination from Employer due to the elimination of the Helpline and to set forth all obligations between the parties. Employee and Employer acknowledge and agree that this Agreement constitutes the sole obligation of each to the other and that no other promises, commitments, or representations have been made with or by each of the parties to the other.

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Sixth: Employee hereby irrevocably and unconditionally releases, and discharges Employer and each of Employer’s directors, officers, employees, insurers, representatives, attorneys, and all persons acting by, through, under, or in concert with any of them (collectively “Releasees”), from any and all charges, complaints, claims, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses including attorneys’ fees and costs actually incurred), of any nature whatsoever, known or unknown, which Employee now has, or claims to have or which Employee at any time hereafter may have or claim to have against any of the Releasees, arising or occurring prior to the execution of this Agreement by Employee including but not limited to any claims arising out of Employee’s employment and termination of employment with Employer or based on any theory of tort, contract, or other law or under any federal, state, or local statute, regulation, rule, ordinance, or order which relates to

any aspect of employment including, but not limited to, discrimination based on race, sex, age, religion, national origin, sexual orientation, physical, medical, or mental condition, or marital status under, among other statutes, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act ("ADEA"), the Family and Medical Leave Act, the National Labor Relations Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the New York State Human Rights Law, and the New York City Human Rights Law.

Seventh: Employee warrants that she/he is fully competent to enter into this Agreement, that she/he has read and understands this Agreement, and that she/he has signed this agreement freely and voluntarily.

Eighth: Employee shall not institute nor be represented as a party in any lawsuit, charge, claim, complaint or other proceeding against or involving Employer based on Employee's employment with Employer or upon any act or omission occurring up to and including the date that this Agreement is fully executed, whether as an individual or class action, with any administrative agency, regulatory agency, judicial or other forum under any federal, state or local laws, rules, regulations or any other basis. Further, Employee shall not seek or accept any award or settlement from any such source or proceeding (not including, unemployment insurance proceedings). In the event that Employee institutes, is a knowing participant, or is a willing member of a class that institutes any such action, her claims shall be dismissed or class membership terminated with prejudice immediately upon presentation of this Agreement. This Agreement does not affect Employee's right to file a charge with or participate in any investigation conducted by any federal, state, or local agency, including the National Labor Relations Board or Equal Employment Opportunity Commission but Employee recognizes that she/he shall not be entitled to any compensation.

Ninth: This Agreement shall be interpreted in accordance with New York law and any action relating to this Agreement must be brought in state or federal court in New York.

Tenth: This Agreement and Release shall not be effective until the withdrawal of all pending charges relating to the Employer by the Union or Employees are approved.

Eleventh: Employee acknowledges that he/she has read and understood this Agreement, has had the opportunity to discuss it with CWA representatives or counsel, and that the CWA has fairly represented her/him.

Twelfth: Employee represents and agrees that he/she is not a Medicare beneficiary and that he/she is not currently receiving, has not received in the past, will not receive as of the time of payment under this Agreement, is not entitled to, is not eligible for, and has not applied for or sought Social Security Disability or Medicare benefits. Employee represents and agrees that he/she has made no claim for illness or injury against (nor is he/she aware of any facts supporting any claim against) Employer under which Employer could be liable for medical expenses he/she incurred before or after the execution of this Agreement. Further, Employee is aware of no medical expenses paid by Medicare and for which the Employer is or could be liable now or in the future. Employee represents and agrees that, to the best of his/her knowledge, no liens exist from any governmental entities, including those for Medicare conditional payments.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. To signify their agreement to the termination of the Agreement, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below.

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
(b) (6), (b) (7)(C)

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
NATIONAL EATING DISORDER ASSOCIATION

**From:** [Kirschner, Kenneth](#)  
**To:** [Long, Zachary](#)  
**Subject:** Re: NEDA / Information needed to process withdrawal request  
**Date:** Thursday, May 25, 2023 5:15:32 PM

---

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Zach,

Here are the calculations and total amount that will be paid.

(b) (6), (b) (7)(C) hourly rate is  $\$29.20 \times 8 = \$233.60 \times 5 = \$1168 \times 26 = \$30,368 + 6.83$  vacation days  $\times \$233.60 = \$1,595 = \text{Total } \$31,963$

(b) (6), (b) (7)(C) hourly rate is  $\$24.72 \times 8 = \$197.76 \times 5 = \$988.80 \times 26 = \$25,708 + 5.5$  vacation days  $\times \$197.76 = \$1,087.68 = \text{Total } \$26,797$

(b) (6), (b) (7)(C) hourly rate is  $\$24.72 \times 8 = \$197.76 \times 5 = \$988.80 \times 26 = \$25,708 + 7.4$  vacation days  $\times \$197.76 = \$1,463.42 = \text{Total } \$27,173$

(b) (6), (b) (7)(C) hourly rate is  $\$24.72 \times 8 = \$197.76 \times 5 = \$988.80 \times 26 = \$25,708 + 6.96$  vacation days  $\times \$197.76 = \$1,377 = \text{Total } \$27,085$

(b) (6), (b) (7)(C) hourly rate is  $\$24.72 \times 8 = \$197.76 \times 5 = \$988.80 \times 26 = \$25,708 + 6.81$  vacation days  $\times \$197.76 = \$1,347 = \text{Total } \$27,056$

Let me know if you need anything else.

Best,

Ken

On May 25, 2023, at 5:06 PM, Long, Zachary <[Zachary.Long@nrlrb.gov](mailto:Zachary.Long@nrlrb.gov)> wrote:

**[EXTERNAL]**

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Hi Ken:



I will need the following information in order to process the withdrawal request:

For each employee, please provide the gross amount of monies being paid (for severance, unused vacation, etc.)

Thanks,

Zach

---

**From:** Kirschner, Kenneth <kenneth.kirschner@hoganlovells.com>

**Sent:** Thursday, May 25, 2023 3:35 PM

**To:** Long, Zachary <Zachary.Long@nlrb.gov>

**Subject:** Re: Has the CWA submitted the withdrawal request as well as (b) (6), (b) (7)(C)?

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Hi Zach,

Thanks for the update. Hope the approval will come early next week.

Have a great holiday weekend.

Best regards,

Ken

On May 25, 2023, at 4:29 PM, Long, Zachary <[Zachary.Long@nlrb.gov](mailto:Zachary.Long@nlrb.gov)> wrote:

**[EXTERNAL]**

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Hi Ken:

Both the Union and (b) (6), (b) (7)(C) have submitted requests to withdraw their respective charges.

There are some procedural things I have to take care of, but I'm hoping to submit to the Director for approval by late tomorrow, or no later than this weekend (but as you know, Monday is a Holiday).

Thanks,

Zach

---

**From:** Long, Zachary

**Sent:** Wednesday, May 24, 2023 4:29 PM

**To:** Kirschner, Kenneth <[kenneth.kirschner@hoganlovells.com](mailto:kenneth.kirschner@hoganlovells.com)>

**Subject:** RE: Has the CWA submitted the withdrawal request as well as (b) (6), (b) (7)(C)?

The Union has confirmed that it will be submitting its withdrawal request in advance of the employees signing their individual severance agreements.

I'll keep you apprised of the process as it unfolds.

Zach

---

**From:** Long, Zachary

**Sent:** Wednesday, May 24, 2023 4:11 PM

**To:** Kirschner, Kenneth <[kenneth.kirschner@hoganlovells.com](mailto:kenneth.kirschner@hoganlovells.com)>

**Subject:** RE: Has the CWA submitted the withdrawal request as well as (b) (6), (b) (7)(C)?

Oh yes.

If the Union submits its withdrawal request now on the condition that all employees sign the individual severance agreements, even though they aren't signed, then I agree that would not foreclose approval of the withdrawal request.

However, I haven't received any such withdrawal request from the Union. I'll follow up and see if the Union will submit one in advance.

Zach

---

**From:** Kirschner, Kenneth <[kenneth.kirschner@hoganlovells.com](mailto:kenneth.kirschner@hoganlovells.com)>  
**Sent:** Wednesday, May 24, 2023 3:58 PM  
**To:** Long, Zachary <[Zachary.Long@nlrb.gov](mailto:Zachary.Long@nlrb.gov)>  
**Subject:** RE: Has the CWA submitted the withdrawal request as well as (b) (6), (b) (7)(C)?

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In a normal case, there would just be a release and that would be submitted to the RD with the withdrawal request. Here there is a signed Shutdown Agreement that commits each person and the union to sign it and the release in order for it to be effective. Hence, not sure why there is a need to wait until June 1.

---

**From:** Long, Zachary <[Zachary.Long@nlrb.gov](mailto:Zachary.Long@nlrb.gov)>  
**Sent:** Wednesday, May 24, 2023 4:47 PM  
**To:** Kirschner, Kenneth <[kenneth.kirschner@hoganlovells.com](mailto:kenneth.kirschner@hoganlovells.com)>  
**Subject:** RE: Has the CWA submitted the withdrawal request as well as (b) (6), (b) (7)(C)?

[EXTERNAL]

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I'm not sure what you're asking...

---

**From:** Kirschner, Kenneth <[kenneth.kirschner@hoganlovells.com](mailto:kenneth.kirschner@hoganlovells.com)>  
**Sent:** Wednesday, May 24, 2023 3:44 PM  
**To:** Long, Zachary <[Zachary.Long@nlrb.gov](mailto:Zachary.Long@nlrb.gov)>  
**Subject:** RE: Has the CWA submitted the withdrawal request as well as (b) (6), (b) (7)(C)?

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The Shutdown Agreement is contingent upon the employees signing the releases. As you know, if the employees sign now they would not be releasing their claims through the termination date. I am sure this situation has occurred in the past and approvals given on the representations made in the Shutdown Agreement that the employees will sign the releases or else they won't get severance.

---

**From:** Long, Zachary <[Zachary.Long@nlrb.gov](mailto:Zachary.Long@nlrb.gov)>  
**Sent:** Wednesday, May 24, 2023 12:19 PM  
**To:** Kirschner, Kenneth <[kenneth.kirschner@hoganlovells.com](mailto:kenneth.kirschner@hoganlovells.com)>  
**Subject:** RE: Has the CWA submitted the withdrawal request as well as (b) (6), (b) (7)(C)?

[EXTERNAL]

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One other thing, the word I am getting now is that the employees will be signing the individual severance agreements on 6/1/23, and not before then.

Is it possible that the Union will request to withdraw the charge before then.. .sure. But the Director will likely need the signed agreements in his possession before making any decision to approve any withdrawal request.

---

**From:** Long, Zachary  
**Sent:** Wednesday, May 24, 2023 11:17 AM  
**To:** Kirschner, Kenneth <[kenneth.kirschner@hoganlovells.com](mailto:kenneth.kirschner@hoganlovells.com)>  
**Subject:** RE: Has the CWA submitted the withdrawal request as well as (b) (6), (b) (7)(C)?

We'll see what the Director says...

Zach

---

**From:** Kirschner, Kenneth <[kenneth.kirschner@hoganlovells.com](mailto:kenneth.kirschner@hoganlovells.com)>

**Sent:** Wednesday, May 24, 2023 11:14 AM

**To:** Long, Zachary <[Zachary.Long@nlrb.gov](mailto:Zachary.Long@nlrb.gov)>

**Subject:** Re: Has the CWA submitted the withdrawal request as well as (b) (6), (b) (7)(C)?

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Hi Zach,

That would be a serious problem. I am hopeful the CWA would convince the RD to accept the language that was negotiated as a result of the extraordinary amount (b) (6), (b) (7)(C) are receiving.

Best,

Ken

On May 24, 2023, at 12:10 PM, Long, Zachary <[Zachary.Long@nlrb.gov](mailto:Zachary.Long@nlrb.gov)> wrote:

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Hi Ken:

I think I spoke too soon.

When I reviewed the Non-Board and individual severance agreements, I didn't see a Non-Admissions provision therein.

I received a final version from an employee of the Non-Board Agreement between the Employer and the Union, and it appears there is a non-admissions provision.

The General Counsel frowns upon Non-Admissions clauses in both Informal Settlement Agreements through the Agency, and Non-Board Agreements outside of it.

I won't say the Director won't approve it, but it is possible that he won't for that reason.

Thanks,

Zach

---

**From:** Kirschner, Kenneth  
<[kenneth.kirschner@hoganlovells.com](mailto:kenneth.kirschner@hoganlovells.com)>  
**Sent:** Wednesday, May 24, 2023 9:56 AM  
**To:** Long, Zachary <[Zachary.Long@nlrb.gov](mailto:Zachary.Long@nlrb.gov)>  
**Subject:** RE: Has the CWA submitted the withdrawal request as well as (b) (6), (b) (7)(C)?

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Thanks for the heads up.

I was hoping given the negotiations the last two weeks toward the non-Board settlement that the RD would be expecting the withdrawal requests.

---

**From:** Long, Zachary <[Zachary.Long@nlrb.gov](mailto:Zachary.Long@nlrb.gov)>  
**Sent:** Wednesday, May 24, 2023 10:43 AM  
**To:** Kirschner, Kenneth  
<[kenneth.kirschner@hoganlovells.com](mailto:kenneth.kirschner@hoganlovells.com)>  
**Subject:** RE: Has the CWA submitted the withdrawal request as well as (b) (6), (b) (7)(C)?

[EXTERNAL]

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agencies that designate or handle information that meets the standards for CUI.

Even assuming the Union submits its withdrawal request today, and assuming everything falls into place, I wouldn't want you to get your hopes up that the RD could approve same by Friday.

We will certainly do our best, but given the level of case intake and other pressing matters, I want to ensure that I'm managing expectations

---

**From:** Kirschner, Kenneth

<[kenneth.kirschner@hoganlovells.com](mailto:kenneth.kirschner@hoganlovells.com)>

**Sent:** Wednesday, May 24, 2023 9:30 AM

**To:** Long, Zachary <[Zachary.Long@nlrb.gov](mailto:Zachary.Long@nlrb.gov)>

**Subject:** RE: Has the CWA submitted the withdrawal request as well as (b) (6), (b) (7)(C)?

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Thanks Zach.

I will also reach out to the Union. With the holiday on Monday, I wanted to see if we could get the RD's approval of withdrawal of all charges by Friday.

Thanks for your assistance in this matter.

Ken

**Kenneth Kirschner**

Partner

—  
**Hogan Lovells US LLP**

390 Madison Avenue

New York, NY 10017

Tel: [+1 212 918 3000](tel:+12129183000)

Direct: [+1 212 918 3260](tel:+12129183260)

Fax: [+1 212 918 3100](tel:+12129183100)

Email: [kenneth.kirschner@hoganlovells.com](mailto:kenneth.kirschner@hoganlovells.com)

[www.hoganlovells.com](http://www.hoganlovells.com)

—

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**From:** Long, Zachary <[Zachary.Long@nrlrb.gov](mailto:Zachary.Long@nrlrb.gov)>  
**Sent:** Wednesday, May 24, 2023 10:06 AM  
**To:** Kirschner, Kenneth  
<[kenneth.kirschner@hoganlovells.com](mailto:kenneth.kirschner@hoganlovells.com)>  
**Subject:** RE: Has the CWA submitted the withdrawal request as well as (b) (6), (b) (7)(C)?

[EXTERNAL]

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Hi Ken:

I reached out to the Union yesterday and it advised me that the Non-Board and individual severance agreements have been finalized, and that it would be submitting those, and a withdrawal request, shortly.

I also need to secure (b) (6), (b) (7)(C) request to withdraw (b) (6), (b) (7)(C) charge, assuming (b) (6), (b) (7)(C) signs (b) (6), (b) (7)(C) individual severance agreement.

Once I receive the withdrawal request, and take care of some procedural things, I'll submit the withdrawal request for approval.

Zach

---

**From:** Long, Zachary <[Zachary.Long@nrlrb.gov](mailto:Zachary.Long@nrlrb.gov)>  
**Sent:** Tuesday, May 23, 2023 11:51 AM  
**To:** Kirschner, Kenneth  
<[kenneth.kirschner@hoganlovells.com](mailto:kenneth.kirschner@hoganlovells.com)>  
**Subject:** Re: Has the CWA submitted the withdrawal request as well as (b) (6), (b) (7)(C)?

Not as of yet, but I haven't followed up with the union since I last followed up with you by email last week.



I'll follow up now and let you know the Union's response.

Zach

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**From:** Kirschner, Kenneth  
<[kenneth.kirschner@hoganlovells.com](mailto:kenneth.kirschner@hoganlovells.com)>  
**Sent:** Tuesday, May 23, 2023 9:41:10 AM  
**To:** Long, Zachary <[Zachary.Long@nlrb.gov](mailto:Zachary.Long@nlrb.gov)>  
**Subject:** Has the CWA submitted the withdrawal request as well as (b) (6), (b) (7)(C)?

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**Kenneth Kirschner**

Partner

—

Hogan Lovells US LLP  
390 Madison Avenue  
New York, NY 10017  
Tel: [+1 212 918 3000](tel:+12129183000)  
Direct: [+1 212 918 3260](tel:+12129183260)  
Fax: [+1 212 918 3100](tel:+12129183100)  
Email: [kenneth.kirschner@hoganlovells.com](mailto:kenneth.kirschner@hoganlovells.com)  
[www.hoganlovells.com](http://www.hoganlovells.com)

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NATIONAL LABOR RELATIONS BOARD

REGION 16  
819 Taylor Street, Room 8A24  
Fort Worth, TX 76102-6107

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (817) 978-2921  
Fax: (817) 978-2928

May 31, 2023

KENNETH KIRSCHNER  
PARTNER  
HOGAN LOVELLS US LLP  
390 MADISON AVE  
NEW YORK, NY 10017

Re: NEDA - National Eating  
Disorder Association  
Case 16-CA-315505

DEAR MR. KIRSCHNER:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

A handwritten signature in black ink, reading "Timothy L. Watson", is positioned above the typed name of the Regional Director.

TIMOTHY L. WATSON  
REGIONAL DIRECTOR

cc:

**(b) (6), (b) (7)(C)**

NEDA - NATIONAL EATING  
DISORDER ASSOCIATION  
333 MAMARONECK AVE  
SUITE 214  
WHITE PLAINS, NY 10605

KEITH HOGARTY  
LEAD ORGANIZER  
COMMUNICATIONS WORKERS  
OF AMERICA, LOCAL 1101  
350 W 31ST ST  
2ND FLOOR  
NEW YORK, NY 10001

Case Name: NEDA - National Eating Disorder Association  
Case No.: 16-CA-315505  
Agent: Acting Supervisory Field Examiner ZACHARY LONG

**CASEHANDLING LOG**

Date	Person Contacted	Method of Contact	Description of Contact or Activity
5/24/23	(b) (6), (b) (7)(C)	Phone	<p>Spoke with (b) (6), (b) (7)(C) and we discussed the following:</p> <ul style="list-style-type: none"><li>• (b) (6), (b) (7)(C) confirmed that the individual severance agreements are finalized and that (b) (6), (b) (7)(C) will be signing (b) (6), (b) (7)(C).</li></ul> <p>(b) (5), (b) (6), (b) (7)(C)</p>
5/24/23	(b) (6), (b) (7)(C)	Phone	<p>following:</p> <p>(b) (5), (b) (6), (b) (7)(C)</p>
5/25/23	(b) (6), (b) (7)(C)	Phone	<p>Spoke to each of these Helpline Employees. Each of them confirmed that they had signed</p>

[illegible]